

**AGENDA OF THE
HAILEY CITY COUNCIL MEETING
Monday May 10, 2021 * Hailey City Hall Meeting Room**

ACTION ITEM = a vote may occur but is not required to be taken

ACTION ITEM.....

**4:45 p.m. Meet at Hailey Arboretum for a tour with Tree
Committee**

Please join our meeting from your computer, tablet or smartphone.

Via teleconference: +1 (872) 240-3311, **Access Code:** 543-667-133

Via One-touch: United States <tel:+18722403311,543667133#>,

From your computer, tablet or smartphone:

<https://www.gotomeet.me/CityofHaileyCityCouncil>

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5:30 p.m. CALL TO ORDER - Open Session for Public Concerns

CONSENT AGENDA:

CA 153	Motion to approve Resolution 2021-044, setting fees for residential, commercial and construction rubbish and recycling hauling services, as directed by Hailey City Council on April 26, 2021 ACTION ITEM	1
CA 154	Motion to approve Resolution 2021-045, authorizing city officials to signs an Agreement with OBRAS, LLC, dba Clear Creek Disposal, for residential, commercial and construction rubbish and recycling hauling services, as directed by Hailey City Council on April 26, 2021 ACTION ITEM	10
CA 155	Motion to approve ALA Grant award for Hailey Public Library ACTION ITEM	28
CA 156	Motion to approve the temporary ITD traffic detour in support of the Ohio Gulch chip seal project ACTION ITEM	35
CA 157	Motion to adopt Resolution 2021-046, authorizing a signing bonus in the amount of \$500 for each successful recruitment of a seasonal position upon completion of five months of full-time employment. ACTION ITEM ..	47
CA 158	Motion to adopt Resolution 2021-047, to authorize the Mayor’s signature on an Idaho Department of Water Resource water right form to indicate resumption of water right number 37-22019 is not applicable. ACTION ITEM	50
CA 159	Motion to approve Resolution 2021-048, authorizing city officials to sign an amended Grant Agreement with FEMA Hazard Mitigation Grant Program to extend the fire station project completion date from July 27, 2021 to July 27, 2022. ACTION ITEM	55
CA 160	Motion to approve Resolution 2021-049 authorizing the Mayor to sign and accept Addendum #1 for architect, engineering and design services from Ruscitto, Latham Blanton Architects (RLB) for the Hailey Fire Station project, increasing the fee from \$28,000 to \$38,500. ACTION ITEM	61
CA 161	Motion to approve Resolution 2021-050, approving the signature of city representatives on Change Order #2 with Century Contractors, adding \$13,821.46 to the Hailey Fire Station Project to install siding on the east wall and to replace cracked rim boards in order to properly develop shear loads for the building. ACTION ITEM	65
CA 162	Motion to approve Pay Request #2 to Century Contractors for the Hailey Fire Station Project, in the amount of \$93,668. ACTION ITEM	71

CA 163	Motion to approve Resolution 2021-051, authorizing the Mayor’s signature on the Public Right-of-Way Maintenance Agreement related to the development of Silver River Residences at 402 North River Street (Lot 18A, Block 56, Hailey Townsite). ACTION ITEM	77
CA 164	Motion to adopt Resolution 2021-052, authorizing the Mayor’s signature on an agreement with Idaho Asphalt Supply, Inc. to supply chip seal oil at the rate of \$373 per ton, plus spreading, freight, and fuel surcharges, for the 2021 chip seal projects. ACTION ITEM	84
CA 165	Motion to approve Resolution 2021-053, and authorize the Mayor to sign the Adopt A Park agreement with Sun Valley Services for mowing at Jimmy’s Garden during the 2021 park season ACTION ITEM	102
CA 166	Motion to approve Resolution 2021-054, and authorize the Mayor to sign the Adopt A Park agreement with G&G Landscaping for maintenance and mowing at Kiwanis Park during the 2021 park season ACTION ITEM	107
CA 167	Motion to approve Resolution 2021-055, and authorize the Mayor to sign the Adopt A Park agreement with Keeter Wood Products, LLC dba Sawtooth Wood Products for mowing at McKercher Park during the 2021 park season ACTION ITEM	112
CA 168	Motion to approve Special Event permit for Sawtooth Brewery’s Riverfest at Hop Porter Park on July 4, 2021 ACTION ITEM	117
CA 169	Motion to approve Special Event permit for the Hailey Farmer’s Market at McKercher Park, Saturdays, June 12 th through September 25 th , 2021 ACTION ITEM	127
CA 170	Motion to ratify Mayor’s signature on two new LGIP funds, for 1) Rubbish Rate Stabilization Fund, a trust fund to benefit the City of Hailey and Clear Creek Disposal, and 2) Security Deposit from Marathon Partners ACTION ITEM	137
CA 171	Motion to approve minutes of April 26, 2021 and to suspend reading of them ACTION ITEM	141
CA 172	Motion to approve claims for expenses incurred during the month of April, 2021, and claims for expenses due by contract in May, 2021 ACTION ITEM	152

MAYOR’S REMARKS:

MR 000

PROCLAMATIONS & PRESENTATIONS:

PP 173	Parks presenting autonomous mowing, to be installed and utilized in two parks summer 2021. ACTION ITEM ...	174
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PUBLIC HEARING:

PH 174	Consideration of an extension to the timeline for the Preliminary Plat Application, pursuant to Section 16.03.020 (D) of the Hailey Municipal Code, by ARCH Community Housing Trust for Blaine Manor Subdivision, wherein Lot 3A, Block 1, Wertheimer Park (706 South Main Street) is split into two (2) parcels. ACTION ITEM	177
PH 175	Discussion of Main Street options for striping ACTION ITEM	211

NEW BUSINESS:

NB 176	Consideration of health data and health district recommendations pertaining to possible amendments to Hailey Health Order 2021-02, which requires face coverings and limits group sizes. ACTION ITEM	223
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OLD BUSINESS:

OB 177	3 rd Reading of Franchise Ordinance No. 1282, which grants Clear Creek Disposal use of city streets and rights of way for a 10-year term, with third reading by title only. ACTION ITEM	226
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STAFF REPORTS:

SR 000

Staff Reports

Council Reports

Mayor’s Reports

EXECUTIVE SESSION: Pending & Imminently Likely Litigation under (IC 74-206(1)(f))

Matters & Motions from Executive Session **ACTION ITEM**

(no documents)

AGENDA ITEM SUMMARY

DATE: 05/10/2021 DEPARTMENT: Admin/Legal DEPT. HEAD SIGNATURE: HD

SUBJECT:

Motion to approve Resolution 2021-044, setting fees for residential, commercial and construction rubbish and recycling hauling services, as directed by Hailey City Council on April 26, 2021

AUTHORITY: ID Code 50-344 IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The attached Resolution with its rates was approved by motion of the city council on April 26, 2021. This is the final document per that motion.

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2021-044, setting fees for residential, commercial and construction rubbish and recycling hauling services, as directed by Hailey City Council on April 26, 2021

ACTION OF THE CITY COUNCIL:

Date : _____
City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record *Additional/Exceptional Originals to: _____
Copies (all info.): Copies (AIS only)
Instrument # _____

**CITY OF HAILEY
RESOLUTION 2021-044**

**A RESOLUTION OF THE HAILEY CITY COUNCIL ADOPTING FEES FOR
RESIDENTIAL, COMMERCIAL AND CONSTRUCTION SOLID WASTE AND
RECYCLABLE MATERIALS HAULING SERVICES**

WHEREAS, the Hailey City Council finds that it is in the best interests of the citizens of Hailey to maintain a comprehensive solid waste and recycling program for both residential and commercial properties within the City of Hailey; and

WHEREAS, the Hailey City Council adopted Hailey Ordinance No. 1282 that granted Obras, L.L.C., d/b/a/ Clear Creek Disposal, Inc. an exclusive franchise to provide solid waste and recycling materials hauling services for both residential and commercial properties within the City of Hailey, subject to the franchise agreement dated May 12, 2021 (“Franchise Agreement”);

WHEREAS, a schedule of rates for residential, commercial, construction and recycling materials hauling fees was subject to a public hearing process prior to the parties entering into the Franchise Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE HAILEY CITY COUNCIL:

Section 1: Adoption of Fees. The City Council of the City of Hailey hereby adopts fees for residential, commercial and construction customers located within the City of Hailey for standard weekly rates for collection and transportation of solid waste and recyclable materials and for standard rates for extra pickups of solid waste and recyclable materials and other services. These fees are described in the attached Exhibit.

Section 2: Effective Date. All fees adopted by this Resolution shall be effective beginning June 1, 2021, except cart and dumpster delivery and exchange fees shall be waived through November 30, 2021 when a smaller cart is delivered to, and a larger cart is picked up, from a customer. Unless otherwise amended by resolution, the fees adopted by this Resolution shall continue in full force and effect until the amendment, expiration or termination of the franchise granted to Obras, L.L.C., d/b/a Clear Creek Disposal, Inc. under Hailey Ordinance No. 1282.

THIS RESOLUTION IS ADOPTED this 10th day of May, 2021.

Martha Burke, Mayor, City of Hailey

ATTEST:

Mary Cone, City Clerk

Hailey Residential Rates

*Service includes 1 roll cart for garbage plus up to 2-18 gallon bins for recycling

*Minimum Service in the City of Hailey includes one time per week

Garbage not inside of closed cart subject to extra bag charges at \$6.78 / bag

Carts and Bins are owned by Clear Creek Disposal, and are registered to the property address. In the event you move or sell your house the cart(s) & bin(s) should remain with the property.

Regular Residential Service

Cart Size	Description of Service		Monthly Fee
32 Gallon Cart	Emptied 1XWeek		\$11.52
68 Gallon Cart	Emptied 1XWeek		\$25.84
95 Gallon Cart	Emptied 1XWeek		\$38.00

Additional Services

Cart Size	Description of Service		Per Time Charge
Cart Delivery	Any size cart		\$11.30
Cart Final	Any size cart		\$22.60
Cart	Not out go back		\$6.78
Cart	Extra empty (off day)		\$16.95
Over-full Cart	32 Gallon equivalent		\$6.78
32 Gallon Cart	Non returned/Damaged Cart		\$77.80
68 Gallon Cart	Non returned/Damaged Cart		\$89.10
95 Gallon Cart	Non returned/Damaged Cart		\$100.40
Cart Cleaning	Any size cart		\$33.90
Extra Bins	Additional bins in excess of two		\$25.99
18Gal Bin	Damaged/Not returned recycle bins		\$25.99

CITY OF HAILEY COMMERCIAL RATES

City of Hailey minimum allowable service: one time per week service
 On call charges are for empties to dumpsters in addition to weekly service
 No On Call Services unless a regular weekly service is in effect

Select appropriate size cart/dumpster. Trash out of cart with lid propped open charged extra charges estimated by the driver

Hailey Business Carts		Rates
Cart Delivery		\$11.30
Cart Final		\$22.60
Size	Frequency	Monthly Charge
32 Cart	1XWeek	\$11.77
32 Cart	2XWeek	\$22.17
32 Cart	3XWeek	\$32.57
32 Cart	4XWeek	\$42.96
32 Cart	5XWeek	\$53.36
32 Cart	Not out go back	\$6.78
32 Cart	Off Day Empty	\$16.95
32 Cart	Cart Damage Replacement	\$77.80
32 Cart	Extra Bag @	\$6.78
Size	Frequency	Monthly Charge
68 Cart	1XWeek	\$20.98
68 Cart	2XWeek	\$40.59
68 Cart	3XWeek	\$60.20
68 Cart	4XWeek	\$79.80
68 Cart	5XWeek	\$99.41
68 Cart	Not out go back	\$6.78
68 Cart	Off Day Empty	\$16.95
68 Cart	Cart Damage Replacement	\$89.10
68 Cart	Extra Bag @	\$6.78
Size	Frequency	Monthly Charge
95 Cart	1XWeek	\$27.94

95 Cart	2XWeek		\$53.44
95 Cart	3XWeek		\$78.94
95 Cart	4XWeek		\$104.44
95 Cart	5XWeek		\$129.94
95 Cart	Not out go back		\$6.78
95 Cart	Off Day Empty		\$16.95
95 Cart	Cart Damage Replacement		\$100.40
95 Cart	Extra Bag @		\$6.78
Cart Cleaning	All Sizes		\$33.90

HAILEY COMMERCIAL			
			Customer Prices
Delivery Fee	All Size Dumpsters		\$33.90
Size	Frequency	Rent	Monthly Charge
1.5 cubic yard			
1.5 cubic yard	1XWeek		\$60.95
1.5 cubic yard	2XWeek		\$118.24
1.5 cubic yard	3XWeek		\$175.53
1.5 cubic yard	4XWeek		\$232.82
1.5 cubic yard	5XWeek		\$290.12
1.5 cubic yard	6XWeek		\$347.41
1.5 cubic yard	On Call Each Empty	\$3.66	\$20.76
1.5 cubic yard	Cleaning		\$62.15
Size	Frequency		Monthly Charge
3 cubic yard	1XWeek		\$119.25
3 cubic yard	2XWeek		\$233.61
3 cubic yard	3XWeek		\$347.98
3 cubic yard	4XWeek		\$462.35
3 cubic yard	5XWeek		\$576.72
3 cubic yard	6XWeek		\$691.08
3 cubic yard	On Call Each Empty	\$4.88	\$38.88
3 cubic yard	Cleaning		\$67.80
Size	Frequency		Monthly Charge
4 cubic yard	1XWeek		\$161.11
4 cubic yard	2XWeek		\$313.69

4 cubic yard	3XWeek		\$466.26
4 cubic yard	4XWeek		\$618.83
4 cubic yard	5XWeek		\$771.40
4 cubic yard	6XWeek		\$923.98
4 cubic yard	On Call Each Empty	\$8.54	\$54.05
4 cubic yard	Cleaning		\$73.45
Size	Frequency		Monthly Charge
6 cubic yard	1XWeek		\$241.15
6 cubic yard	2XWeek		\$470.10
6 cubic yard	3XWeek		\$699.05
6 cubic yard	4XWeek		\$928.00
6 cubic yard	5XWeek		\$1,156.95
6 cubic yard	6XWeek		\$1,385.90
6 cubic yard	On Call Each Empty	\$12.20	\$80.40
6 cubic yard	Cleaning		\$84.75
Size	Frequency		Monthly Charge
8 cubic yard	1XWeek		\$319.74
8 cubic yard	2XWeek		\$624.84
8 cubic yard	3XWeek		\$929.94
8 cubic yard	4XWeek		\$1,235.04
8 cubic yard	5XWeek		\$1,540.14
8 cubic yard	6XWeek		\$1,845.24
8 cubic yard	On Call Each Empty	\$14.64	\$105.43
8 cubic yard	Cleaning		\$96.05

HAILEY CONSTRUCTION

Front Load		Rates per empty	
Delivery Fee			\$33.90
3 cubic yard			\$59.66
4 cubic yard			\$89.50
6 cubic yard			\$117.97

Rear Load		Rates per empty	
Delivery Fee			\$33.90
8 cubic yard			\$158.65
10 cubic yard			\$172.21

Roll Offs		Rates per empty	
Delivery Fee			\$39.55
15 cubic yard		Plus Disposal Fees	\$176.28
30 cubic yard		Plus Disposal Fees	\$183.06

Billed Monthly in Addition to the Service Empty			
Rent/Idaho State Sales Tax/City of Hailey Franchise Fee			
3 cubic yard			\$4.88
4 cubic yard			\$8.27
6 cubic yard			\$11.66
8 cubic yard			\$13.92
10 cubic yard			\$18.44
15 cubic yard			\$68.16
30 cubic yard			\$79.46

HAILEY COMMERCIAL CARDBOARD

Delivery Fee		All Size Dumpsters	\$33.90		
Front Load		Rent/Sales Tax/FF	1XWK	2XWK	3XWK
1.5 cubic yard		\$3.66	\$31.20	\$62.40	\$93.60
3 cubic yard		\$4.88	\$31.20	\$62.40	\$93.60
4 cubic yard		\$7.32	\$31.20	\$62.40	\$93.60
6 cubic yard		\$8.54	\$31.20	\$62.40	\$93.60
8 cubic yard		\$12.20	\$31.20	\$62.40	\$93.60

HAILEY COMMERCIAL RECYCLABLE MATERIALS

Delivery Fee		All Size Carts	\$12.77		
Final Fee		All Size Carts	\$25.33		
Side Load Carts			1XWK		
Small Cart			\$12.52		
Middle Cart			\$12.52		
Large Cart			\$12.52		

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/10/2021 DEPARTMENT: Admin/Legal DEPT. HEAD SIGNATURE: HD

SUBJECT:

Motion to approve Resolution 2021-045, authorizing city officials to signs an Agreement with OBRAS, LLC, dba Clear Creek Disposal, for residential, commercial and construction rubbish and recycling hauling services, as directed by Hailey City Council on April 26, 2021

AUTHORITY: ID Code 50-344 IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The attached Resolution and Agreement was approved by motion of the city council on April 26, 2021. This is the final document per that motion.

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2021-045, authorizing city officials to signs an Agreement with OBRAS, LLC, dba Clear Creek Disposal, for residential, commercial and construction rubbish and recycling hauling services, as directed by Hailey City Council on April 26, 2021

ACTION OF THE CITY COUNCIL:

Date : _____
City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record *Additional/Exceptional Originals to: _____
Copies (all info.): Copies (AIS only)
Instrument # _____

CITY OF HAILEY
RESOLUTION NO. 2021-045

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A FRANCHISE AGREEMENT WITH
OBRAS, LLC D/B/A CLEAR CREEK DISPOSAL, INC., FOR RESIDENTIAL,
COMMERCIAL AND CONSTRUCTION SOLID WASTE AND RECYCLABLE
MATERIALS COLLECTION AND HAULING FOR THE CITY OF HAILEY**

WHEREAS, the City of Hailey desires to enter into an agreement with Obras, LLC D/B/A Clear Creek Disposal, Inc. under which Obras, LLC D/B/A Clear Creek Disposal, Inc. will perform and be responsible for Residential, Commercial and Construction Solid Waste and Recyclable Material Collection for the City of Hailey.

WHEREAS, the City of Hailey and Obras, LLC D/B/A Clear Creek Disposal, Inc. have agreed to the terms and conditions of the Agreement for Professional Services, with an effective date of May 12, 2021, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Residential Franchise Agreement between the City of Hailey and Obras, LLC D/B/A Clear Creek Disposal, Inc. and that the Mayor is authorized to execute the attached Agreement,

DATED this 10th day of May, 2021

CITY OF HAILEY

By: _____

Martha Burke

ATTEST:

City Clerk

FRANCHISE AGREEMENT
(Residential & Commercial Solid Waste and Recyclable Materials Collection)

This Franchise Agreement ("Agreement") is made and entered into this 12th day of May, 2021, by and between the CITY OF HAILEY, a municipal corporation ("Hailey") and OBRAS, L.L.C., an Idaho limited liability company d/b/a Clear Creek Disposal, Inc., an Idaho corporation ("Contractor"),

RECITALS

- A. Hailey is a municipal corporation and political subdivision of the State of Idaho, and has authority to enter into this Agreement. Martha Burke is the duly elected and acting Mayor of Hailey. The Hailey City Council has authorized the Mayor to execute this Agreement.
- B. Contractor is a duly organized and acting corporation in the State of Idaho. Mike Goitiandia is the duly acting Managing Member of the Contractor and has the authority to enter into this Agreement.
- C. Hailey and Contractor have had a long, uninterrupted and mutually beneficial contractual relationship, established by Franchise Ordinance No. 1103, and prior Franchise Agreements, and amendments thereto, all adopted pursuant to Idaho Law, as to procedure and substance. Hailey has not requested proposals from other potentially qualified contractors to provide personal services to collect, haul and dispose of residential solid waste, compostable materials and recyclable materials within the city limits of Hailey, Idaho, but instead, upon a finding by the mayor, that in the interest of public safety, necessary protection of the public health, welfare and property the provisions of chapter 28, title 67, Idaho Code shall not apply to adoption of the Franchise Ordinance, or this agreement pertaining to solid waste collection, and therefore entered into negotiations for same with Contractor and after doing so Hailey has awarded, contemporaneously herewith an exclusive ten (10) year franchise, with a five (5) year renewal term, to Contractor to provide personal services to collect, haul and dispose of residential solid waste, compostable materials and recyclable materials within the city limits of Hailey, Idaho, which exclusive franchise is revocable by either party, upon sixty-days written notice, in the event the parties, to their mutual satisfaction, have not entered into one or more amended Franchise Agreements one-year from the effective date hereof.
- D. Hailey and Contractor are desirous of an expansion of services, to include compostable materials, corrugated cardboard, collection and hauling, to enhance make more efficient recycling services, specifically in reference to central drop-off location(s), negotiations toward which are proceeding in good faith, but not having been completed as to the particulars of services to be provided or fees therefore, however the parties are in full agreement that their mutual best interests, and the best interest of the rate paying customers hereunder to provide continuous uninterrupted solid waste collection and hauling services.
- E. Hailey and the Contractor each desire to maintain the status quo, to avoid damage to either party and the rate paying citizens served thereby with regard to current services, as specified in the Franchise Agreements in place on the date of adoption hereof, with the expectation of putting in place certain enhanced services at the central recycling drop off locations, the cost and fees for such enhanced services are reflected in the fee schedules, to be adopted by

resolution contemporaneously herewith.

- F. Subject to the terms and conditions set forth herein and Hailey Ordinance No. 1282, the parties hereto are desirous of entering into an exclusive ten (10) year franchise agreement, with a five (5) year renewal term, to provide personal services to collect, haul and dispose of residential, commercial and construction solid waste and recyclable materials within the city limits of Hailey, Idaho, which agreement shall be revocable by either party, upon sixty-days written notice, in the event the parties, to their mutual satisfaction, have not entered into one or more amended Franchise Agreements one-year from the effective date hereof.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, the parties agree as follows:

1. Definitions. For the purposes of this Agreement, the following capitalized terms have the meanings set forth herein:

"Approved Fees" as used herein shall mean and refer to the total fees and charges which Hailey has approved by resolution or ordinance, and which shall be assessed by the Contractor for services rendered pursuant to this Agreement. The Approved Fees include the following components:

- a. A Fee for solid waste residential collection using bins and carts, and for commercial solid waste collection using bins, carts and dumpsters, which fee is based on sizes and number of pick-ups, which may include rent and Idaho Sales Tax.
- b. A Fee for recyclable materials collection, which is collected in unlimited quantities in bins issued by contractor to customers, or any other suitable container, herein defined as the "Recyclable Materials Fee".
- c. A Fee for corrugated cardboard materials collection in bins issued by contractor to customers, herein defined as the "Corrugated Cardboard Fee".
- d. A Fee for compostable materials collection, collected in bins issued by contractor to customers, herein defined as the "Compostable Materials Fee".
- e. A Fee for glass materials collection which is collected from a central collection site using roll-off bins, herein defined as the Glass Site Collection Fee".
- f. A Fee for corrugated cardboard materials collection which is collected from a central collection site using a compactor, herein defined as the Compactor Site Collection Fee.
- g. A Fee for compostable materials collection which is collected from a central collection site using bins, herein defined as the Compostable Site Collection Fee.
- h. A Fee for management of the site(s) identified in e., f. and g. above, herein defined as the Materials Collection Site Management Fee.
- i. A Franchise Fee equal to six percent (6%) of Fees 1.a. through 1.e to defray the specified Franchise Fees set forth in paragraph 5(B) of this Agreement;
- j. A Billing Fee to defray amounts payable by the Contractor to Hailey for billing services pursuant to paragraph 5(B) of this Agreement, in the amount of seven percent (7%) of Fees 1.a. through 1.e

“Commercial Customer(s)” mean those owners and/or occupants of commercial, light industrial, industrial, governmental and institutional uses, schools, all other businesses, and multi-family residential complexes consisting of five or more dwelling units (including apartments, townhomes and condominiums), and those owners of new or remodeled construction sites and/or their agents.

“Compostable Materials” means food and yard waste capable of breaking down into carbon dioxide, water and inorganic compounds and biomass within approximately one hundred twenty days.

“Corrugated Cardboard” means dry, clean corrugated cardboard material accepted for curbside pick-up by the Blaine County Recycling Center.

“Glass Collection Site” means an area identified by the City of Hailey to house a roll-off container to be used for drop off of glass bottles, jars and other glass materials accepted by the Blaine County Recycling Center.

“Hazardous Materials” means any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State of Idaho to be "hazardous" as that term is defined by or pursuant to federal or state law.

“Recyclable Materials” means items accepted for curbside pick-up by the Blaine County Recycling Center, excluding corrugated cardboard, compostable materials and glass.

“Residential Customer(s)” mean those owner(s) and/or occupant(s) of single family residences and multi-family residential complexes consisting of four or less dwelling units (including apartments, townhomes and condominiums).

“Self-Hauling” means the collection, hauling and disposal of Solid Waste by generator or generator's agent of the Solid Waste in the generator's or generator agent's container and vehicle directly to the transfer station or a landfill.

“Solid Waste” means any garbage, refuse or other discarded material generated by Residential Customers that are not or cannot be recycled or diverted from the landfill, excluding Hazardous Materials.

- 1. Exclusive Agreement.** Hailey hereby grants exclusively to Contractor the authority and privilege to engage in the business of collecting, hauling and disposing of Solid Waste and Recyclable Materials kept or accumulated and placed for collection by all Residential Customers within the corporate limits of Hailey, Idaho, and to perform all of the work described in this Agreement; provided., however, this exclusive authority and privilege does not extend to the Self-Hauling of Solid Waste or Recyclable Materials, Hazardous Materials or medical waste, which agreement shall be revocable by either party, upon sixty-days written notice, in the event the parties, to their mutual satisfaction, have not entered into one or more amended Franchise Agreements one-year from the effective date hereof.
- 2. Term.** The term of *this* Agreement shall begin May 12, 2021, and shall end at midnight, May 12, 2031, unless earlier revoked under the terms hereof.

3. Duties and Responsibilities of Contractor.

- A. General Duties. Contractor is responsible for furnishing skill, labor, services, vehicles, containers, equipment, materials and supplies in accordance with the services specified in this Agreement.
- B. Scope of Services.
1. Weekly Residential Solid Waste and Recyclable Materials Collection. The Contractor shall provide on a weekly basis curbside collection of Solid Waste in approximately 32, 68 or 95 gallon roll carts and curbside collection of Recyclable Materials in standardized recyclable bins. Contractor shall distribute one roll cart in the size requested by the Residential Customer and up to two recyclable bins to each Residential Customer. The roll carts, compostable and recyclable bins shall remain the property of the Contractor. Types of and disposal methods for Recyclable Materials shall conform with the standards established by the Southern Idaho Solid Waste District and by Blaine County through its solid waste collection center programs at the Ohio Gulch Transfer Station and Resource Recovery Center.
 2. Residential Corrugated Cardboard, Glass and Compostable Materials Collection. The parties each hereby commit to continuing to negotiation in good faith toward an agreement for enhanced collection of Corrugate Cardboard, and Glass which could include curbside pickup of same, and that does not include, as contemplated in the rate structure adopted contemporaneously herewith enhanced services at central recycling drop off sites consisting of compaction equipment, containers and frequency of collection and clean-up; and new services for collection of Compostable Materials in standardized compostable bins.
 3. Weekly Commercial Solid Waste and Recycling Materials Collection. Except as otherwise provided herein, the Contractor shall provide, on a weekly basis, collection of Solid Waste and Recyclable Materials in sizes ranging from approximately 32 gallon roll carts to 30 cubic yard roll off containers, or other standardized containers. If requested by a Commercial Customer in need of temporary Solid Waste services, such as an event or a construction project, Solid Waste and clean wood waste shall be picked up on an on call basis. Contractor shall distribute one or more containers in the size requested by the Commercial Customer. Containers and dumpsters used to collect Recyclable Materials shall be clearly marked with clear, international signage and standardized color schemes to denote what Recyclable Material is collected within the container. Receptacles for clean wood waste and cardboard shall be provided in a range of sizes to be selected by the Commercial Customer. The containers shall remain the property of the Contractor. Types of and disposal methods for Recyclable Materials shall conform with the standards established by the Southern Idaho Solid Waste District and by Blaine County through its solid waste collection center programs at the Ohio Gulch Transfer Station and Resource Recovery Center.

Collection of Solid Waste and Recyclable Materials shall occur to the extent possible at or about the same time and on designated collection days between 7:00 o'clock a.m. and 6:00 o'clock p.m., unless special events or circumstances (e.g., weather) dictate different hours of collection. A designated collection day shall occur on a weekday approved by Hailey; provided, however, the Contractor shall not provide collection services on certain holidays (i.e., New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) falling on a designated collection day. Should any of the above mentioned holidays occur on a designated collection day, collection shall occur on the following week day. The Contractor shall be responsible to notify the public about any change in a designated collection day caused by the occurrence of a holiday by taking out a "ad in the weekly newspapers just before the holiday. The Contractor shall have the right to amend the designated collection date and routes so long as customer service is not otherwise affected; provided, however, the Contractor shall obtain approval from Hailey thirty (30) days before the change and the Contractor shall provide written notice to affected Commercial Customers a minimum of two (2) weeks prior to the change.

4. Hailey Festivals. The Contractor shall provide, at no charge to Hailey, Solid Waste and Recyclable Materials collection, hauling and disposal services for the 4th of July festivities, the Northern Rockies Folk Festival and the Trailing of the Sheep Festival. For the 4th of July festivities, the Contractor shall provide a 6 yard dumpster and fourteen 95 gallon recycling containers for plastic, glass and aluminum/tin at the rodeo grounds during the term of this Agreement and two 3 yard dumpsters at locations within Hailey designated by Hailey on July 3. For the Northern Rockies Folk Festival, the Contractor shall provide a 6 yard dumpster, twelve 95 gallon recycling containers for plastic, glass and aluminum/tin at locations designated by Hailey or the sponsor of the Northern Rockies Folk Festival, before noon on the day of the first concert. For the Trailing of the Sheep Festival, the Contractor shall provide two 1.5 yard dumpsters and six 95 gallon recycling containers for plastic, glass and aluminum/tin at locations designated by Hailey or the sponsor of the Trailing of the Sheep Festival for one day (Roberta McKercher Park event) and one 1.5 yard dumpster and three 95 gallon recycling containers for plastic, glass and aluminum/tin at locations designated by Hailey or the sponsor of the Trailing of the Sheep Festival for two days (dog trials) on the day before the events. Immediately before the 4th of July Rodeo and all July 4th related festival activity, the Summer's End Festival and the Trailing of the Sheep Festival, the Contractor shall provide, at no charge to Hailey, one 3 yard dumpster and three 95 gallon recycling containers for plastic, glass and aluminum/tin at the public camp site at Lion's Park, which shall be emptied and removed after each event. All other dumpsters and containers shall be emptied before 10:00 a.m. on the following day during any event and removed before noon on the day following the completion of the event.
5. Collection of Solid Waste, Recyclable Materials, Compostable Materials and

Corrugated Cardboard Materials shall occur to the extent possible at or about the same time and on designated collection days between 7:00 a.m. and 6:00 p.m., unless special events or circumstances (e.g., weather) dictate different hours of collection. A designated collection day shall occur on a weekday approved by Hailey; provided, however, the Contractor shall not provide collection services on certain holidays (i.e., New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) falling on a designated collection day. Should any of the above mentioned holidays occur on a designated collection day, collection shall occur on the following weekday. The Contractor shall be responsible to notify the public about any change in a designated collection day caused by the occurrence of a holiday by taking out a 6x8 ad in the weekly newspaper just before the holiday. The Contractor shall have the right to amend the designated collection date and routes so long as customer service is not otherwise affected; provided, however, the Contractor shall obtain approval from Hailey thirty (30) days before the change and the Contractor shall provide written notice to affected Residential Customers a minimum of two (2) weeks prior to the change.

6. Seasonal Waste, Corrugated Cardboard and Glass. The Contractor shall provide, to Hailey or Residential Customers, a single-point collection, hauling and disposal of yard waste, such as grass clippings, leaves, branches, clean wood and similar products, for two Saturdays in the spring and two Saturdays in the fall during the term of this Agreement. The location and dates shall be specified by Hailey and Contractor by administrative agreement. The Contractor shall provide, at no charge to Hailey or Residential Customers, collection, hauling and disposal of holiday trees in January during the term of this Agreement at a location specified by Hailey. The Contractor shall provide receptacle(s) (as agreed by the parties from time to time by administrative agreement) for glass disposal, at location(s) to be determined. All glass receptacles shall be emptied at a frequency to prevent overflow of glass from the roll-off dumpster or receptacle. All glass disposal receptacles shall not have an open top and shall be designed to minimize broken glass and safety hazards, such as the glass disposal opening being limited to a small size. All pickup sites shall be within or adjacent to the city limits of the City of Hailey.
7. Disposal The Contractor shall haul and dispose, in accordance with applicable federal, state and local laws, all legally acceptable Solid Waste, Glass, Compostable Materials, Corrugated Cardboard and Recyclable Materials collected within Hailey in accordance with this Agreement to the Southern Idaho Solid Waste Transfer Station at Ohio Gulch or to such other transfer station, landfill or recycling facility designated by the Blaine County Board of County Commissioners. To the greatest extent possible, all Recyclable Materials and items described in paragraph 4(B)(2), above, shall be disposed for recycling. The Contractor shall be responsible for the payment of all charges, including disposal fees, charges and truces, associated with the disposal of Solid Waste or Recyclable Material& collected from Hailey.
8. Public Information. The Contractor shall coordinate with Hailey to provide city staff and/or a 3rd party contractor with information and to help with

dissemination of education and outreach materials in an effective and efficient manner to help promote composting, recycling and waste reduction.

9. Customer Inquiries. The Contractor shall respond to the following customer requests about:

- i. Information regarding service options and procedures.
- ii. Missed collections.
- iii. Late set outs.
- iv. Extra pickups.
- v. Start-up or termination of service.
- vi. Delivery and return of containers and bins.
- vii. Conversion of containers.
- viii. Billing and payment inquiries.

10. Local Office. The Contractor shall maintain a local office in Blaine County with telephone service and such staff as needed to respond to customer contacts, including service requests, orders for missed collections, orders for additional collections and requests for conversion of containers. Office hours shall be 8:00 a.m. to 5:00 p.m. of each weekday, except when holidays fall on weekdays.

11. Extra Pickups. The Contractor shall document all extra pickups and additional services provided to Residential Customers and shall furnish Hailey written documentation on a timely basis throughout a month of the extra pickups in addition to the weekly collection of Solid Waste and Recyclable Materials, so that these charges can be made on the current billings.

12. Bi-Annual Report. The Contractor shall submit to Hailey a bi-annual report on the first business day following November 1 and May 1, setting forth (a) the amount of Solid Waste collected for the weekly collection service (measured in tons), (b) the amount of Solid Waste collected for extra pickups (measured in tons), (c) the amount of Recyclable Materials collected (measured in tons), (d) the fees charged for conversion of containers, (e) the rentals charged for containers, (f) the frequency and type of container conversions, differentiating between container conversions for Recyclable Materials and Solid Waste and the number of conversions that result in an increase or decrease in size and (g) tipping fees or charges for the disposal of Solid Waste and Recyclable Materials.

5. Duties and Responsibilities of Hailey.

- a. Right of Access. Hailey shall grant to the Contractor, during the term of this Agreement, the right and privilege of ingress and egress, to cross all public streets, alley and rights-of-way in Hailey, Any Solid Waste, Compostable Materials or Recyclable Materials collection shall be made on the public streets, alley and rights-of-way in Hailey in a manner causing the least delay and inconvenience to the public.
- b. Billing. Hailey shall be responsible for billing all customers covered by this Agreement

for the weekly Solid Waste and Recyclable Materials collection services provided by the Contractor, in the amount of the Approved Fee established for such services by resolution or ordinance duly adopted by Hailey. Hailey shall also be responsible for billing all customers covered by this Agreement for extra pick-ups of Solid Waste and Recyclable Materials provided by the Contractor in the amount of the Approved Fees established for such services by resolution or ordinance duly adopted by Hailey.

Fees adopted by resolution or ordinances shall be effective the first of the month following the effective date of this Agreement and within 60 days of the effective date of any amendment to this Agreement. Hailey shall maintain adequate records of billings, collections and outstanding accounts, and shall furnish Contractor with such records upon reasonable request. Hailey shall furnish Contractor timely information about new residential customers.

- c. Payment to Contractor. Hailey shall remit to the Contractor all Fees received for the Solid Waste, Compostable Materials, Corrugated Cardboard, Glass and Recyclable Materials collection services provided by the Contractor under this Agreement, less an amount equal to seven percent (7%) of all Fees collected, which sum shall be retained by Hailey as consideration for performance of the monthly billing services provided for herein and for educational outreach, and less an amount equal to six percent (6%) of all Fees collected, which sum shall be retained by Hailey as a franchise fee. Hailey shall begin the payment of the Fees collected, less thirteen percent (13%), *as* described herein, to Contractor on or before the last day of July, 2021, and continuing every month thereafter during and beyond the original term and renewed term, if any, of *this* Agreement for those Fees which were billed and collected pursuant to this Agreement.
 - i. Hold-Back Proviso. Maximum monthly payments from the City to the Contractor shall not exceed one hundred and forty thousand dollars. (\$140,000). (hereinafter the “base sum”) The parties recognize the many variables with the Contractor’s rate structure, set after negotiations with the City insisting on higher fees for larger cart sizes with the intention of motivating customers to move to smaller, less costly carts. To assure excessive revenue does not become a windfall to the contractor, should monthly collections, less collection and franchise fees, exceed one hundred forty thousand dollars (\$140,000), that base sum shall be paid to the contractor, and funds in excess thereof shall be deposited in an interest bearing account, held in trust by the City, to benefit the rate payers in future rate resetting, including those contemplated, under negotiation, new services. A full accounting of this Hold-back Trust Account shall be reported to contractor on a monthly basis, and considered as part of the ongoing negotiations hereunder.
- d. Collection. If a Residential Customer is delinquent in payment to the City for Solid Waste, composting and recycling services, Hailey will follow the procedures for notification and termination of water service described in § 13.04.150(D) of the Hailey Municipal Code, as amended. If there is termination of the Residential Customer's water service under the applicable procedure, Hailey will notify the Contractor to discontinue

garbage service. Hailey shall make good faith efforts to collect on any delinquent account.

- e. Agreement Not to Compete. Except as otherwise provided herein, upon execution of this Agreement and before the expiration or earlier termination of this Agreement, Hailey agrees not to compete with the Contractor or provide the services to be provided by Contractor under this Agreement.
- f. Mutual Duty of the Parties. Recognizing that this agreement is effective only for one year from the effective date hereof, and recognizing the new rate structure adopted hereunder, and the new and enhanced services contemplated herein; the unknown number of rate payers that may transition to smaller roll carts due to cost factors, and the impact that shift might have on the overall fees paid and collected, the parties agree to quarterly review of the rate structure to verify ongoing costs and receipts as a good faith method of ultimately entering into an Amended Franchise Agreement and cost structure for the desired new and enhanced services contemplated hereby and under continuing negotiations. In keeping herewith, The parties agree to meet not less frequently than every three months during the Extended Terms of the Franchise Agreements for the purpose of considering and negotiating, in good faith, potential amendments to the Franchise Agreements or either of them, that would require the Contractor to provide new or revised services for collecting, recycling, composting and/or disposing of residential or commercial solid waste generated within the City of Hailey, and any appropriate amendments to the schedule of the Approved Fees which the Contractor will be authorized to assess for any such new or revised services.

6. Franchise Fee. As set forth in paragraph 5(C) of this Agreement, Contractor shall pay Hailey and Hailey shall retain 6% of the gross revenue collected by Hailey as a franchise fee.

7. Security. The Contractor shall provide and maintain during the term of this Agreement security in the form of a performance bond, irrevocable letter of credit or cash equivalent ("Security") for the use and benefit of Hailey and in a form acceptable to Hailey. The Security shall cover Contractor's failure to faithfully perform all of the provisions of this Agreement. The Security shall contain appropriate recitations that it is issued pursuant to this Agreement and that it shall be construed to meet all requirements of this Agreement. The performance bond or irrevocable letter of credit shall be issued by a surety company or a financial institution authorized to do business in the State of Idaho, acceptable to Hailey and in the amount of \$100,000.00. The Contractor shall submit the Security to the City Clerk, City of Hailey, 115 Main Street So., Suite H, Hailey, Idaho 83333.

8. Insurance.

A. Required Insurance. During the term of this Agreement, the Contractor shall keep in full force and effect at its sole expense the following insurance with the following limits on an occurrence basis:

- 1. Comprehensive General Liability and Property Damage Insurance.

<u>Minimum Limits</u>	
Bodily Injury	\$5,000,000
Property Damage	\$5,000,000

2. Automobile Liability (owned, non-owned and hired).

<u>Minimum Limits</u>	
Bodily Injury	\$5,000,000
Property Damage	\$5,000,000

3. Employer's Liability Insurance covering each employee in the execution of the work to the extent such employee is not covered by worker's compensation.

<u>Minimum Limits</u>	
Per Accident	\$5,000,000

4. The Contractor shall secure and maintain at least the statutory amounts of worker's compensation, disability benefits, and unemployment insurance in accordance the laws of the State of Idaho.

- A. Additional Insured. The Contractor's certificates of insurance shall name Hailey, its officials, employees and agents as additional named insured and shall be endorsed to specify that such policies cover the liability assumed by Contractor under this Agreement.
- B. Notification. Such insurance shall provide at least thirty (30) days written notice to Hailey before such policy is suspended, canceled, amended or terminated.
- C. Proof of Insurance. On or before the execution of this Agreement, the Contractor shall provide evidence of acceptable insurance at limits listed above to City Clerk, City of Hailey, 115 Main Street So., Suite H, Hailey, Idaho 83333.

9. Equipment and Personnel.

- A. Equipment. The Contractor shall furnish during the term of this Agreement a sufficient quantity and quality of vehicles and equipment to collect and dispose of Solid Waste, Compostable Materials and Recyclable Materials as provided herein. The vehicles shall (a) be clean and uniformly painted, (b) be equipped with warning devices, (c) prevent littering, (d) be sealed to prevent leakage, (e) lawfully registered and (f) be in good and safe running order. All containers shall be sealed, equipped with close fitting covers and in good operable condition. Equipment shall be secured within 60 days of adoption of this Agreement and amendment to this Agreement.
- B. Personnel. The Contractor shall employ during the term of this Agreement a sufficient number of skilled, trained and competent personnel to collect, haul and dispose of the Solid Waste and recyclable Materials collected under this Agreement,

and a sufficient number of managerial and office personnel to provide the necessary services described in this Agreement. The Contractor acknowledges and agrees to follow fair labor and nondiscrimination practices in accordance with state and federal laws. The Contractor also agrees to require that its employees and agents act in respectful manner while providing the public services described in this Agreement.

10. Data Collection. During the term of this Agreement, the Contractor shall upon request by Hailey provide to Hailey written documentation showing (a) the amount of Solid Waste collected for the weekly collection service (measured in tons), (b) the amount of Solid Waste collected for extra, pickups (measured in tons), (c) the amount of Compostable Materials collected (measured in tons) (d) the amount of Corrugate Cardboard collected (measured in tons); the amount of Recyclable Materials collected (measured in tons), (e) the fees charged for conversion of containers, (f) the rentals charged for containers, (g) the frequency and type of container conversions, differentiating between container conversions for Recyclable Materials and Solid Waste and the number of conversions that result in an increase or decrease in size, and (h) tipping fees or charges for the disposal of Solid Waste and Recyclable Materials.

11. Default and Termination. Termination for Cause. Hailey may terminate this Agreement for cause if the Contractor fails to perform or defaults on any of the duties or responsibilities set forth in this Agreement.

- A. Corrective Action. If Hailey finds that the Contractor has failed to perform or defaulted on any or all of the duties or responsibilities set forth in this Agreement, Hailey shall provide the Contractor a written "Notice of Intent to Terminate" the Agreement in accordance with paragraph 17(M) of this Agreement. The "Notice of intent to Terminate" shall describe with sufficient detail the Contractor's failure to perform and/or default. The Contractor shall have a period of thirty (30) days from the receipt or delivery of the Notice of Intent to Terminate the Agreement to correct the failure to perform or default. If the Contractor fails to correct the failure to perform and/or default within thirty (30) days, Hailey may terminate this Agreement immediately without further notice. The Contractor shall be given a Notice of Termination in accordance with paragraph 17(M) of this Agreement.
- B. Bond Payment. In the event of termination of this Agreement caused by the default(s) of the Contractor, the surety providing the performance bond shall undertake or cause to be undertaken the work required to be performed pursuant to this Agreement for remainder of the term of this Agreement.
- C. Emergency Provision. The parties recognize that the public health, safety and welfare may be endangered by any disruption of the solid waste collection system. Therefore, the parties agree in the event solid waste collection is interrupted for more than ninety six (96) hours,, Hailey shall have the authority and be entitled to declare a public emergency, and shall have the tight to take temporary possession of the Contractor's equipment and facilities for the purpose of continuing the service that the Contractor has agreed to provide, in which case Hailey shall notify the Contractor and schedule a hearing at least twenty four (24) hours before taking

temporary possession of the Contractor's equipment and facilities. Hailey shall have the right to retain possession of the Contractor's equipment and facilities until the Contractor can demonstrate to the reasonable satisfaction of Hailey that the service required under this Agreement can be resumed. During any period that Hailey has temporarily assumed the obligations of the Contractor, Hailey shall be entitled to all revenue, less payment to Contractor for a reasonable rental for the facilities, equipment and other property used by Hailey in the performance of the services required under this Agreement.

- D. Failure Amend Reflecting New/Enhanced Services. The parties recognize the either party, upon sixty (60) days written notice may revoke this agreement, and the Franchise Ordinance upon which is based, upon sixty-days written notice, in the event the parties, to their mutual satisfaction, have not entered into one or more amended Franchise Agreements one-year from the effective date hereof.

12. Indemnification. The Contractor and its employees are independent contractors. and are not, under this Agreement, employees or agents of Hailey. The Contractor covenants and agrees to indemnify, defend and hold Hailey harmless from and against any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs and expenses, including attorney fees, that may accrue, directly or indirectly, by reason of any act or omission on the part of the Contractor, its agents, employees, assigns or anyone subcontracting with the Contractor, related to the collection, hauling or disposal of Solid Waste and Recyclable Materials as provided under this Agreement or the provision of any service or duty under this Agreement.

13. Annexation. In the event Hailey annexes additional territory during the term of this Agreement, the Contractor shall have the exclusive authority, duty and privilege to engage in the business of collecting, transporting, processing and disposing of Solid Waste, Compostable Materials and Recyclable Materials, as described in paragraph 2 of this Agreement, in the annexed territory for the remainder of the term of this Agreement, unless the additional territory annexed by Hailey is served by another solid waste and/or recycling company, in which case the Contractor shall have the non-exclusive authority and privilege to engage in the business of collecting, transporting, processing and disposing of Solid Waste and Recyclable Materials.

14. Ownership of Solid Waste. Title to Solid Waste, Compostable Materials and Recyclable Materials shall pass to the Contractor when placed in Contractor's collection vehicles and removed by Contractor from a container. By virtue of this Agreement, Hailey shall never have title to the Solid Waste, Compostable Materials or Recyclable Materials collected under the terms of this Agreement. In accordance with Subtitle C of the Resource Conservation and Recovery Act of 1976, as amended, title to all Hazardous Materials and otherwise prohibited waste remains with the generator. Nothing provided herein limits any recourse the Contractor or Hailey may have against any generator for disposal of any Hazardous Material or prohibited waste.

15. Compliance with Laws. The Contractor shall comply with all applicable federal, state and local statutes, laws, rules, regulations and ordinances, including the Federal Occupational Safety and Health Act of 1970, as amended, and including statutes, laws, rules, regulations and ordinances, as they now exist or may hereafter be amended, relating to Hazardous Materials and relating to the collection and transportation of Solid Waste.

16. Recycling and Composting Revisions. In the event Blaine County or the Southern Idaho Solid Waste District elects to convert to a single or dual stream recycling process or additional incentive recycling programs involving Recyclable Materials are established, Hailey shall notify Contractor of any proposed revision, in which case the Contractor may, within thirty (30) days of such notice, seek a change in the fee schedule adopted pursuant to paragraph S(B) of this Agreement. Upon receipt of the proposed fee schedule, Hailey, in its sole discretion, may or may not approve. If approved, the resolution or ordinance described in paragraph S(B) of this Agreement shall be amended. Contractor shall report annually to the City changes in bin sizes requested by customers. An annual rate review based on bin sizes shall be conducted and considered by the City.

17. Miscellaneous Provisions.

- A. Paragraph headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of the provisions of the Agreement.
- B. Provisions Severable. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
- C. Rights and Remedies are Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- E. Attorney's Fees. In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees incurred therein, whether or not a lawsuit 'is actually filed, and on any appeals, and in any bankruptcy proceeding.
- F. Successors and Assigns. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- G. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.
- H. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- I. Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of this document.
- J. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

- K. Counterparts. This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- L. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.
- M. Savings Clause. If any of the provisions of this Agreement shall be held to be unenforceable or unconstitutional, the remaining provisions shall nevertheless be enforceable.
- N. Notices. All notices and demands of any kind which either party hereto may be required or desires to serve upon the other party under the terms of this Agreement shall be in writing and shall be served upon such other party by personal service, or by leaving a copy of such notice or demand at the address hereinafter set forth, whereupon service shall be deemed complete, or by mailing a copy thereof by certified or registered mail, airmail if the address is outside the state in which the same is mailed, postage prepaid, with return receipt requested, addressed as follows:

HAILEY: City of Hailey
c/o City Clerk
115 South Main Street
Suite H.
Hailey, Idaho 83340

CONTRACTOR: OBRAS, LLC., d/b/a Clear Creek Disposal, Inc.
P.O. Box 130
Ketchum, Idaho 83340

In case of service by mail, it shall be deemed complete on the day of actual delivery as shown on the addressee's registry of certification receipt or at the expiration of the third day after the date of mailing, whichever first occurs. The addresses to which notices and demands shall be delivered or sent may be changed from time to time by notice served as hereinabove provided by either party upon the other party.

- N. Assignment. The parties agree that this Agreement shall not be assigned, in whole or in part, to any other person or entity without the prior written consent of Hailey, in the sole discretion of Hailey. The parties also agree that the Contractor is prohibited from conveying, in any manner, directly or indirectly, any majority or controlling interest in the Contractor's business entity, regardless whether it is a corporation, limited liability company or other legal entity, without the prior written consent of Hailey.
- O. Force Majeure. Neither party shall be liable for failure to perform hereunder, in whole or in part, due to contingencies beyond the party's reasonable control, including but not necessarily limited to acts of God, the public enemy, fire, floods,

epidemics, earthquakes, quarantine restrictions, and strikes not created by the Contractor, whether now existing or hereafter created.

IN WITNESS WHEREOF, the parties hereto have executed this Franchise Agreement on the day and year first above written.

CITY OF HAILEY

By: _____
Martha Burke

ATTEST:

CONTRACTOR- OBRAS, L.L.C.

By: _____
Mike Goitiandia, Managing Member

Return to Agenda

AGENDA ITEM SUMMARY

DATE: May 10, 2021 **DEPARTMENT:** Library **DEPT. HEAD SIGNATURE:** Lyn Drewien

SUBJECT: Motion to authorize acceptance of American Library Association’s Libraries Transforming Communities Grant funding in the amount of \$3,000.

AUTHORITY: ID Code IAR _____ City Ordinance/Code _____

BACKGROUND: Libraries Transforming Communities (LTC): Focus on Small and Rural Libraries is an initiative of the American Library Association (ALA) that seeks to provide community engagement resources and opportunities specific to the needs of library workers serving small and rural communities.

This grant aims to 1) teach library workers facilitation skills through the LTC; Facilitation Skills for Small and Rural Libraries, 2) to lead a community conversation; and 3) provide flexible funding to support Hailey Public Library to support community engagement efforts.

The grant application was presented on February 26, 2021, to the Hailey City Council and Mayor Burke. Hailey Public Library’s application entitled “Your Library Listens” will focus on community conversations that must take place between May 1 and October 31, 2021. with our Latin community and develop programming and library collections based on the participants’ recommendations. Grant funding must be spent no later than February 28, 2022, and final report is due December 31, 2021.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____ YTD Line Item Balance \$ _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

___ City Attorney ___X_ Clerk / Finance Director ___ Engineer ___ Mayor
___ P & Z Commission ___ Parks & Lands Board ___ Public Works ___ Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to authorize the Library to accept the grant funding in the amount of \$3,000 for the American Library Association’s Libraries Transforming Communities Grant.

FOLLOW UP NOTES:

Follow Up

 Public Profile



LTC 2

Process: Libraries Transforming Communities: Focus on Small and Rural Libraries
Implementation Grant (II)

Contact Info

Request

Current Status: Follow Up Submitted

STAGE	STATUS	INITIAL SUBMISSION	LAST MODIFIED
 Application	Submitted	03/04/2021	03/04/2021 
Evaluation 1	Closed		

STAGE	DECISION TYPE	DECISION DATE
Decision	One Time	03/30/2021

 Application Follow Up FollowUp Packet Question List

 Fields with an asterisk (*) are required.

✓ LTC: Focus on Small and Rural Libraries Implementation Gr...

Participation Requirements

As a recipient of a Libraries Transforming Communities (LTC): Focus on Small and Rural Libraries grant from the American Library Association (ALA), the library named below agrees to the following participation requirements. **This form must be submitted by Wednesday, April 7, 2021.**

Questions may be directed to publicprograms@ala.org.

All libraries awarded the LTC grant are required to:

- **Designate one staff member as the project director** (local coordinator). This person will commit to completing the LTC: Facilitation Skills for Small and Rural Libraries e-course before implementing the proposed community conversation and other activities.
- **Complete the six-part asynchronous LTC: Facilitation Skills for Small and Rural Libraries ecourse.**
- **Share information about the library's project**, as appropriate, with area elected officials and community leaders.
- **Host a minimum of one conversation with community members** using skills learned from the ecourse. Community conversations must take place between May 1, 2021, and October 31, 2021.

- **Report and share information about the content/outcomes of the conversation or series of conversations in at least *one* of the following ways:**
 - Write an article and submit it to a local newspaper or other media outlet or post it to the library's social media.
 - Create a video and post it to the library's YouTube, Facebook, or other social media account.
 - Write and send a letter or email to a state legislator or other elected official about the library's community engagement.
 - Create a library blog or podcast about issues discussed during the conversation or the process itself.
 - Use PLA or ACRL's Project Outcome platform to collect and share feedback about the conversation with stakeholders.
- **Participate in project evaluation and reporting** by completing any requested reports (including the final project report) and responding to requests from the independent project evaluators. This may include responding to surveys, participating in phone interviews, and/or hosting a site visit.
- **Spend all grant funds** by February 28, 2022.
- **Submit the final report to ALA by December 31, 2021.**

Project Name*

In the text box below, enter the project name: LTC 2

Project Director Name***Project Director E-mail*****Institution Name*****Institution Website****Institution Twitter Handle****Institution Facebook Page** Shipment of Materials

As a recipient of this grant, you will receive a printed copy of the LTC Facilitation Guide, "Leading Conversations in Small and Rural Libraries," and a copy of the book, *Ask, Listen, Empower: Grounding Your Library Work in Community Engagement*. These materials will be shipped to the contact name and institution address below.

Delivery contact name*

Kristin Fletcher

Delivery institution*

Hailey Public Library

Delivery contact phone*

208-788-2036

Delivery contact email* kristin.fletcher@haileypubliclibrary.org**Delivery address (No PO Boxes)***

7 W Croy St

City*

Hailey

State*Idaho **Zip Code***

83333

Comments (optional): Payment of Grant Funds (\$3,000)

Please confirm payee name and address information below (typically this is the library named in your original application, but could be the library's Foundation or Friends' Group, as needed). If you select ACH, please be sure the information below matches the institution name and address that will be provided on the ACH deposit form.

The grant funds can be issued as either an ACH payment or paper check.*

Please select preferred payment method:

- Paper check
 ACH Deposit

Make the \$3,000 grant payable to*

Hailey Public Library

Care of/Attention To*

Lyn Drewien, HPL Director

Address Line 1 (I)*

7 W Croy St

Address Line 2 (I)**City (I)***

Hailey

State (I)*

Idaho

Zip Code (I)*

83333

∨ Communications

Communication preference*

Whenever possible, ALA would like to support connections between participating libraries, their community partner organizations, and other parties involved in achieving the goals of Libraries Transforming Communities grant. Please share your communication preference below.

ALA may share the library project director's contact information with other organizational representatives involved in the project.

- Yes
 No, please do not share my contact information.

∨ Confirmation of Acceptance

Confirmation of Acceptance*

Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and

admissibility.

By completing and submitting the information below, I agree to the terms stated above and accept the Libraries Transforming Communities: Focus on Small and Rural Libraries grant on behalf of the library.

Yes

Certifying Official First Name*

Lyn

Certifying Official Last Name*

Drewien

Certifying Official Title*

Library Director

Certifying Official Institution*

Hailey Public Library/City of Hailey

Certifying Official Email Address*



lyn.drewien@haileypubliclibrary.org

Certifying Official Phone Number*

208-788-2036

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 5/10/21

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to approve the temporary ITD traffic detour in support of the Ohio Gulch chip seal project.
ACTION ITEM

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

ITD has requested to detour Highway traffic onto the McKercher Street and Buttercup Road for a 2 day period in order to facilitate their upcoming roadway chip seal project near Ohio Gulch. See attached detour plan and emailed request from ITD.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

- | | | |
|---|--|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library | <input type="checkbox"/> Benefits Committee |
| <input type="checkbox"/> City Attorney | <input type="checkbox"/> Mayor | <input type="checkbox"/> Streets |
| <input type="checkbox"/> City Clerk | <input type="checkbox"/> Planning | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Building | <input type="checkbox"/> Police | <input type="checkbox"/> Wastewater |
| <input type="checkbox"/> Engineer | <input checked="" type="checkbox"/> Public Works | <input type="checkbox"/> Water |
| <input type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | <input type="checkbox"/> _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the temporary ITD traffic detour in support of the Ohio Gulch chip seal project. **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record
Copies (all info.): _____
Instrument # _____

*Additional/Exceptional Originals to: _____
Copies (AIS only)

SIGN	SIZE	SF	QTY.	TOTAL SF
M1-5(o)	24x24	4	5	20
M4-8a	24x18	3	2	6
M4-10	48x18	6	14	84
R11-2	48x30	10	4	40
R11-4	60x30	12.5	1	12.5
TOTAL				162.5

626-010A TEMPORARY TRAFFIC CONTROL SIGNS
162.5 EACH
626-040A CONST BARR CL B TY 3
5 EACH

Notes:
Only Northbound through traffic will be detoured.
Submit a Detour Plan minimum 2 weeks before lane closures.
Inform residents along affected road section about dates for the detour.
Remove Detour at the end of the working day.

NOT APPROVED FOR PRELIMINARY CONSTRUCTION



REVISIONS		DESIGNED	DESIGN CHECKED	SCALES SHOWN	IDaho TRANSPORTATION DEPARTMENT		PROJECT NO.	TRAFFIC CONTROL PLAN SHEET		ENGLISH	
NO.	DATE	BY	DESCRIPTION	ARE FOR 11" X 17" PRINTS ONLY	District 4 - Shoshone, ID		A023(141)	HAILEY TO OHIO GULCH INTERSECTION NORTHBOUND DETOUR		COUNTY	BLAINE
				CADD FILE NAME						KEY NUMBER	23141
				DRAWING DATE:						SHEET	1 OF 1

From: [Brian Yeager](#)
To: [Nancy Arellano](#)
Subject: FW: [EXTERNAL] Re: New project at Ohio Gulch
Date: Thursday, May 6, 2021 4:04:50 PM
Attachments: [20210427075318580.pdf](#)

Brian Yeager, P.E. / P.L.S.
City of Hailey Public Works Director/City Engineer/Land Surveyor
115 S. Main Street, Hailey, ID 83333
(208) 788-9815 Ext. 4224
Cell: (208) 727-7614

From: Jesse Barrus <Jesse.Barrus@itd.idaho.gov>
Sent: Thursday, May 6, 2021 8:57 AM
To: Jacob Greenberg <jgreenberg@co.blaine.id.us>
Cc: Brian Yeager <brian.yeager@haileycityhall.org>; Jeff Loomis <jloomis@co.blaine.id.us>; Steve Thompson <sthompson@co.blaine.id.us>
Subject: RE: [EXTERNAL] Re: New project at Ohio Gulch

I wanted to share with you all the detour plan we have prepared for this project and wanted to confirm with you from our last meeting our intent to detour one lane of traffic onto buttercup. From our last visit it was confirmed the county was ok with us using Buttercup for a couple days while we chip seal. Again, we are viewing this as a partnership as we do not have enough funds to improve or repair the detour roads on this project. I do not see a huge impact as this will only be 2 days and likely not all day.

I sent a separate email to Brian with the city but thought I would email everyone so we can all be on the same page as we move forward.

Can you confirm your approval of this action?

Thanks,

Jesse

From: Jacob Greenberg <jgreenberg@co.blaine.id.us>
Sent: Wednesday, April 7, 2021 5:47 PM
To: Jesse Barrus <Jesse.Barrus@itd.idaho.gov>

Cc: brian.yeager@haileycityhall.org; Jeff Loomis <jloomis@co.blaine.id.us>; Steve Thompson <sthompson@co.blaine.id.us>

Subject: Re: [EXTERNAL] Re: New project at Ohio Gulch

Let's meet at 1:00 at the County office large conference room. Jeff, can you make it?
Jacob

On Apr 7, 2021, at 5:33 PM, Jesse Barrus <Jesse.Barrus@itd.idaho.gov> wrote:

Sorry yes the Court House would work fine.

From: Jesse Barrus
Sent: Wednesday, April 7, 2021 5:31 PM
To: Jacob Greenberg <jgreenberg@co.blaine.id.us>
Cc: brian.yeager@haileycityhall.org; Jeff Loomis <jloomis@co.blaine.id.us>; Steve Thompson <sthompson@co.blaine.id.us>
Subject: RE: [EXTERNAL] Re: New project at Ohio Gulch

I could do that. Is everyone available to meet about 1pm?

From: Jacob Greenberg <jgreenberg@co.blaine.id.us>
Sent: Wednesday, April 7, 2021 4:55 PM
To: Jesse Barrus <Jesse.Barrus@itd.idaho.gov>
Cc: brian.yeager@haileycityhall.org; Jeff Loomis <jloomis@co.blaine.id.us>; Steve Thompson <sthompson@co.blaine.id.us>
Subject: RE: [EXTERNAL] Re: New project at Ohio Gulch

I am available in the afternoon. I don't know if everyone else is. Did you want to meet at the County office?

Respectfully,

JACOB GREENBERG | BLAINE COUNTY
Blaine County Commissioner, Chairman
206 First Avenue South | Suite 301 | Hailey, ID 83333
o: 208.788.5500
jgreenberg@co.blaine.id.us | www.blainecounty.org
Keep the Valley Vibrant by Shopping Locally.

From: Jesse Barrus <Jesse.Barrus@itd.idaho.gov>
Sent: Wednesday, April 7, 2021 1:46 PM
To: Jacob Greenberg <jgreenberg@co.blaine.id.us>
Cc: brian.yeager@haileycityhall.org; Jeff Loomis <jloomis@co.blaine.id.us>; Steve Thompson <sthompson@co.blaine.id.us>

Subject: RE: [EXTERNAL] Re: New project at Ohio Gulch

Ok. Thanks.

I will actually be in Hailey tomorrow and could meet briefly in the afternoon. I am not sure what restrictions are still in place so if this doesn't work I will look for a time for a virtual meeting.

Let me know if in person tomorrow afternoon works or if not, a virtual meeting tomorrow.

From: Jacob Greenberg <jgreenberg@co.blaine.id.us>

Sent: Wednesday, April 7, 2021 1:34 PM

To: Jesse Barrus <Jesse.Barrus@itd.idaho.gov>

Cc: brian.yeager@haileycityhall.org; Jeff Loomis <jloomis@co.blaine.id.us>; Steve Thompson <sthompson@co.blaine.id.us>

Subject: [EXTERNAL] Re: New project at Ohio Gulch

--- This email is from an external sender. Be cautious and DO NOT open links or attachments if the sender is unknown. ---

That's great Jesse. I included the county engineer, Jeff Loomis and our Road and Bridge Manager, Steve Thompson. You probably have contact information for the HOA at Valley Club. Feel free to call if you need to talk.

Jacob

On Apr 7, 2021, at 12:02 PM, Jesse Barrus <Jesse.Barrus@itd.idaho.gov> wrote:

Hello gentlemen,

I wanted to reach out and let you know that we have been approved to move forward with a pavement/restriping project at the Ohio Gulch Intersection. In fact, this will start just north of Mckercher and extend just beyond Ohio Gulch. Our plan is to pave/patch some the more distressed pavements and then chip seal the entire section with a modified re-strip.

I would like to coordinate/partner with the County and City on the logistics of this project. We will have some public outreach and possibly needing some alternate routes for a couple days as we do the chip seal.

Perhaps a short meeting would be good so we could outline our plans, timeline, and needs. We are not totally designed out yet, but we do have

some details we could share now with more to come as we finish the design process.

What are your thoughts?

Thanks,

<image001.jpg>
D4 DISTRICT ENGINEER
w| 208-886-7801

<image002.png>

2007-13

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF HAILEY**, hereafter called the **CITY**, for installation of in-street lighting system(s) on SH-75; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

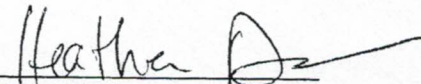
NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a regular, ~~public~~ ~~open~~ ~~meeting~~ ~~of~~ ~~the~~ ~~City~~ ~~Council~~, ~~City~~ ~~of~~ ~~Hailey~~, held on ~~August 14, 2007~~, August 14, 2007.





City Clerk

EXECUTION

This Agreement is executed for the **ITD** by its District Engineer; and executed for the **CITY** by the Mayor, attested to by the City Clerk, with the imprinted corporate seal of the **CITY OF HAILEY**.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED

for Scott E. Malone
District Engineer

APPROVED AS TO FORM:

[Signature]
Deputy Attorney General

ATTEST:

CITY OF HAILEY

Heather Dawson
City Clerk

Susan McDonald
Mayor

(SEAL)

By regular/~~special~~ meeting on
August 27, 2007

Crosswalk Type Note: Those in red are changes to the current crosswalk striping

Intersection	Crosswalk Location	Crosswalk Type
SH75 & Fox Acres	North Crossing SH75	None
	South Crossing SH75	None
	East (Fox Acres)	None
SH75 & 4th Ave.	East Crossing SH75	None
	West Crossing SH75 North (4th Ave)	Standard
SH75 & 3rd Ave.	East Crossing SH75	None
	West Crossing SH75 North (3rd Ave)	Standard
SH75 & Airport Way	East Crossing SH75	Continental
	West Crossing SH75	Continental
	North (Stadium Parking Lot)	Continental
	South (Airport Way)	Continental
SH75 & Buisness Park Drive	East Crossing SH75	None
	West Crossing SH75	None
	South (Buisness Park Drive)	Standard
SH75 & Cedar Street	Southeast Crossing SH75	None
	Nothwest Crossing SH75 West (Cedar Street)	None
	West (Cedar Street)	Standard
SH75 & Maple Street	North Crossing SH75	Standard
	South Crossing SH75	None
	East (Maple Street)	Standard
	West (Maple Street)	Standard
SH75 & Chestnut Street	North Crossing SH75	Continental
	South Crossing SH75	Continental
	East (Chestnut Street)	Continental
	West (Chestnut Street)	Continental
SH75 & Elm Street	North Crossing SH75	Continental
	South Crossing SH75	Continental
	East (Elm Street)	Continental
	West (Elm Street)	Continental

SH75 & Pine Street	North Crossing SH75 South Crossing SH75 East (Pine Street) West (Pine Street)	Continental Continental Continental Continental
SH75 & Walnut Street	North Crossing SH75 South Crossing SH75 East (Walnut Street) West (Walnut Street)	Standard Standard Standard Standard
SH75 & Croy Street	North Crossing SH75 South Crossing SH75 East (Croy Street) West (Croy Street)	Continental Continental Continental Continental
SH75 & Bullion Street	North Crossing SH75 South Crossing SH75 East (Bullion Street) West (Bullion Street)	Continental Continental Continental Continental
SH75 & Carbonate Street	North Crossing SH75 South Crossing SH75 East (Carbonate Street) West (Carbonate Street)	Standard Standard Standard Standard
SH75 & Galena Street	North Crossing SH75 South Crossing SH75 East (Galena Street) West (Galena Street)	Standard Standard Standard Standard
SH75 & Silver Street	North Crossing SH75 South Crossing SH75 East (Silver Street) West (Silver Street)	Standard Standard Standard Standard
SH75 & Spruce Street	North Crossing SH75 South Crossing SH75 East (Spruce Street) West (Spruce Street)	Standard Standard Standard Standard
SH75 & Myrtle Street	North Crossing SH75 South Crossing SH75 East (Myrtle Street) West (Myrtle Street)	Continental Continental Continental Continental

SH75 &	Private Road (Near Kings & Natural Grocers)	North Crossing SH75 South Crossing SH75 East (Private Road) West (Private Road)	None None Not Part Of This Project Not Part Of This Project
	SH75 & Empty Saddle Trail	North Crossing SH75	None
		South Crossing SH75	Standard
		West (Empty Saddle Trail)	Standard
SH75 &	Granite Lane	North Crossing SH75	Continental
		South Crossing SH75	None
		West (Granite Lane)	Continental
SH75 &	Cobblestone Lane	North Crossing SH75	None
		South Crossing SH75 East (Cobblestone Lane)	Continental None

Note: This is a duplicate of the South Crossing SH75 at Cobblestone Lane (below)

Note: This is a duplicate of the North Crossing SH75 at Granite Lane (above)

Note: No crosswalk striping is required since there is no connectivity crossing Cobblestone Lane (no ramp on the north side)

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 5/10/21

DEPARTMENT: PW - Streets

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to adopt Resolution 2021-046, authorizing a signing bonus in the amount of \$500 for each successful recruitment of a seasonal position upon completion of five months of full-time employment.

ACTION ITEM

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Public Works relies heavily on seasonal labor positions. For several reasons, the current employment climate makes it challenging to fill these positions. This summer we have recruited through the normal channels of newspaper advertisements, word of mouth, and website listings, but we are also expanding our efforts to place flyers at the parks, apartment complexes, or other areas. That said, we still struggle to fill these positions and achieve our target service level. Staff is therefore requesting Council approval to offer one signing bonus in the amount of \$500 for each new hire that completes a minimum of five months of employment. The bonus would be payable to the employee only upon successful completion of the designated time period. There are currently two seasonal positions open for parks and one seasonal position open in streets. This bonus may then become part of our recruitment and advertising efforts. If these efforts are proven to be successful, amendments will be incorporated into the Personnel Handbook and presented to Council for approval.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

- | | | |
|---|--|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library | <input type="checkbox"/> Benefits Committee |
| <input type="checkbox"/> City Attorney | <input type="checkbox"/> Mayor | <input type="checkbox"/> Streets |
| <input type="checkbox"/> City Clerk | <input type="checkbox"/> Planning | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Building | <input type="checkbox"/> Police | <input type="checkbox"/> Wastewater |
| <input type="checkbox"/> Engineer | <input checked="" type="checkbox"/> Public Works | <input type="checkbox"/> Water |
| <input type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | <input type="checkbox"/> _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2021-046, authorizing a signing bonus in the amount of \$500 for each successful recruitment of a seasonal position upon completion of five months of full-time employment. **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record
Copies (all info.): _____
Instrument # _____

*Additional/Exceptional Originals to: _____
Copies (AIS only)

**CITY OF HAILEY
RESOLUTION NO. 2021-046**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING A SIGNING BONUS IN THE AMOUNT OF \$500 FOR EACH
SUCCESSFUL RECRUITMENT OF A SEASONAL POSITION UPON COMPLETION
OF FIVE MONTHS OF FULL TIME EMPLOYMENT.**

WHEREAS, the City of Hailey Public Works Department relies heavily on seasonal labor positions,

WHEREAS, the Public Works Department is struggling to fill said positions,

WHEREAS, the Public Works Department desires to offer one signing bonus for each new hire that completes a minimum of five months of employment,

WHEREAS, if the efforts are proven successful, this approach will be incorporated into the Personnel Handbook,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey hereby authorizes the new approach to recruit new hires.

Passed this 10th day of May, 2021.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/10/2021

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to adopt Resolution 2021-047, to authorize the Mayor's signature on an Idaho Department of Water Resources water right form to indicate resumption of water right number 37-22019 is not applicable. **ACTION ITEM**

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Previously, following the Council's approval, the City submitted an application to the Idaho Water Bank to lease water right 37-22019 and then submitted a new lease contract to the Water Supply Bank to avoid forfeiture. Recently, the City received a Notice to Resume Water Use letter as owner of the parent water right. A Resumption of Beneficial Use Form needs to be submitted to indicate resumption is not applicable since the water right has been leased to the Idaho Water Bank through December 31, 2025 under Contract #1273.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Caselle

Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

- | | | |
|---|--|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library | <input type="checkbox"/> Benefits Committee |
| <input type="checkbox"/> City Attorney | <input type="checkbox"/> Mayor | <input type="checkbox"/> Streets |
| <input type="checkbox"/> City Clerk | <input type="checkbox"/> Planning | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Building | <input type="checkbox"/> Police | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Engineer | <input checked="" type="checkbox"/> Public Works | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | <input type="checkbox"/> _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2021-047, to authorize the Mayor's signature on an Idaho Department of Water Resources water right form to indicate resumption of water right number 37-22019 is not applicable. **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record
Copies (all info.): _____
Instrument # _____

*Additional/Exceptional Originals to: _____
Copies (AIS only)

**CITY OF HAILEY
RESOLUTION NO. 2021-047**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING A FORM WITH THE IDAHO WATER RESOURCE BOARD TO
INDICATE RESUMPTION OF WATER RIGHT NO. 37-22019 IS NOT APPLICABLE.**

WHEREAS, the City of Hailey has previously leased groundwater right number 37-22019, which is not currently used by the City, to avoid future forfeiture.

WHEREAS, the City of Hailey agrees to submit the form for the water right, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the submission of the form and the Mayor's signature, and authorizes the execution of the attached form.

Passed this 10th day of May, 2021.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RESUMPTION OF BENEFICIAL USE

The Idaho Department of Water Resources will consider this form as a statement that the water right holder(s) has/have resumed the use of water for the water right identified below. This form **must** be returned to the department or the water right will revert to the state of Idaho.

Water Right Number(s) 37-22019

Name of Water Right Holder(s) City of Hailey

Mailing Address 115 S Main St, Ste H, Hailey, ID 83333

Telephone Number 208.788.4221

Source of Water (Groundwater/Surface) Ground Water

Extent of Use: Domestic _____ (number of households)

Stockwater _____ (number and type of stock)

Irrigation 455.3 _____ (number of acres irrigated)

Other/Remarks _____

Total rate and/or volume of use 8.78 cfs 1593.5 acre feet

Show the date water use was resumed under this water right *see below

Person to contact to accompany the Department representative if a field examination is conducted:

Name _____ Telephone No. _____

Address _____

The above information is my true statement of the extent to which diversion and use of the above-described water right has been resumed.

Date _____ Signature _____

*Resumption is not applicable since this water right has been leased to the Idaho Water Supply Bank through 2025 under Contract #1273.



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E Front Street, Suite 648 • PO Box 83720 • Boise ID 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700

Website: idwr.idaho.gov • Email: idwrinfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

April 19, 2021

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

CITY OF HAILEY
HAILEY CEMETERY MAINTENANCE DISTRICT
115 S MAIN ST STE H
HAILEY ID 83333-8408

NOTICE TO RESUME WATER USE

Re: Water Right No. 37-22019

Dear Applicants:

On March 17, 2016 the Idaho Department of Water Resources (Department) approved Application for Extension of Time to Avoid Forfeiture for the above referenced water right. One condition of the approval was that diversion and use of this water must resume on or before July 1, 2021. Failure to resume use of the water and to notify the Department of the resumed use would be cause for the water to revert back to the state and again be subject to appropriation.

Idaho Code § 42-222(4)(d) requires the Department to send this notice, by certified mail, sixty days prior to the date water use must resume. Enclosed is the Resumption of Use form for your use to notify the Department of your resumption of use of the water right. Please complete the form and return it to my attention at the above address.

If you have any questions regarding this matter, please contact me at (208) 287-4826.

Sincerely,

A handwritten signature in blue ink that reads "David Betts".

David Betts
Senior Water Resource Agent

Enclosure

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/10/2021 DEPARTMENT: Admin/Fire DEPT. HEAD SIGNATURE: HD

- SUBJECT:

Motion to approve Resolution 2021-048___, authorizing city officials to sign an amended Grant Agreement with FEMA Hazard Mitigation Grant Program to extend the fire station project completion date from July 27, 2021 to July 27, 2022. **ACTION ITEM**

- AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

- BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Hailey Fire Station project is underway, and IOEM conducted a site visit to inspect the work in its beginning stages. They determined that although the construction is likely to be completed in early summer, the grant close-out work will require more time than is currently allowed under the grant agreement. Therefore, they have authorized a year extension to the grant, for all matters to be complete by July 27, 2022,

- FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

This is a 75/25% grant program, with 25% match required. Hailey’s match is fully budgeted within Hailey’s Capital Improvement Fund.

- ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

- | | | |
|---|--|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library | <input type="checkbox"/> Benefits Committee |
| <input type="checkbox"/> City Attorney | <input type="checkbox"/> Mayor | <input type="checkbox"/> Streets |
| <input type="checkbox"/> City Clerk | <input type="checkbox"/> Planning | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Building | <input type="checkbox"/> Police | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Engineer | <input type="checkbox"/> Public Works, Parks | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | <input type="checkbox"/> _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2021- 048___, authorizing city officials to sign an amended Grant Agreement with FEMA Hazard Mitigation Grant Program to extend the fire station project completion date from July 27, 2021 to July 27, 2022. **ACTION ITEM**

ACTION OF THE CITY COUNCIL:

Date : _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record
Copies (all info.):
Instrument # _____

*Additional/Exceptional Originals to: _____
Copies (AIS only)

**CITY OF HAILEY
RESOLUTION NO. 2021-048**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY APPROVING
AN AMENDED GRANT AGREEMENT WITH FEMA HAZARD MITIGATION GRANT
PROGRAM (HMGP), WHICH EXTENDS THE GRANT PERIOD TO JULY 27, 2022.**

WHEREAS, the City of Hailey will benefit from a grant agreement between FEMA's Hazardous Mitigation Grant Program and City of Hailey for a \$300,000 project to retrofit critical infrastructure, the Hailey Fire Station. This grant application was filed in 2016, was initially awarded in 2018, and the construction phase was begun in late March, 2021 for completion this summer.

WHEREAS, the project was identified in the Blaine County All Hazards Mitigation Plan as a high priority, to insure that windows, doors and roof of the Hailey Fire Station can withstand seismic activity and snow loads.

WHEREAS, the City of Hailey and FEMA, through its Idaho agent Idaho Office of Emergency Management agree to the terms and conditions of the agreement which extends the grant completion date to July 27, 2022, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the agreement between the City of Hailey and FEMA, authorizes the execution of the attached agreement,

Passed this 10th day of May, 2021.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk



Idaho Office of Emergency Management

2018 Grant Adjustment Notice

for
City of Hailey

Date of Award

August 17, 2018

1. Subrecipient Name and Address	2. Prepared by: <i>Crooks, Julie</i>	3. Award Number: 43333R2
City of Hailey 115 MAIN STREET SOUTH HAILEY, ID 83333	4. Federal Grant Information	
	Federal Grant Title:	DR-4333 HMGP
	Federal Grant Award Number/CFDA Number:	4333-DRID-P-00000005 / 97.039
	Federal Granting Agency:	U.S. Department of Homeland Security/FEMA Region X

Subrecipient Unique Identifier (DUNS): 169191517

5. Award Amount and Grant Breakdowns									
<table style="width: 100%;"> <tr> <td>Original Subaward Amount:</td> <td style="text-align: right;">\$225,000.00</td> </tr> <tr> <td>Award Amount This Action:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Subrecipient Required Match:</td> <td style="text-align: right;">\$75,000.00</td> </tr> <tr> <td>Total Award Amount:</td> <td style="text-align: right;">\$300,000.00</td> </tr> </table>	Original Subaward Amount:	\$225,000.00	Award Amount This Action:	\$0.00	Subrecipient Required Match:	\$75,000.00	Total Award Amount:	\$300,000.00	<p>DR-4333 HMGP</p> <p>Performance Period:</p> <p><i>Aug 17, 2018 through Jul 27, 2022</i></p>
Original Subaward Amount:	\$225,000.00								
Award Amount This Action:	\$0.00								
Subrecipient Required Match:	\$75,000.00								
Total Award Amount:	\$300,000.00								

6. Requirements: This Subaward is approved subject to such conditions or limitations as are set forth on the following pages of this document and in the General Terms and Conditions sent to support the Emergency Management Performance Grant Program. This is a not a Research & Development Subaward. Subrecipients must give IOEM, DHS and auditors access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

The Subrecipient certifies that the Subrecipient and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Debarred and Suspended list at <http://www.sam.gov>.

The Subrecipient certifies compliance with the 2CFR200 Subpart F – Audit Requirements and Idaho State Code 67-450B – Independent Financial Audits of Local Governmental Entities—Filing Requirements.

Acceptance of subaward certified compliance with requirements detailed above.

8. Agency Approval	
Approving IOEM Official: Brad Richy, Director Idaho Office of Emergency Management (208) 422-3040	Signature of IOEM Official: Date:

9. Subrecipient Acceptance	
I have read and understand the attached Terms and Conditions. Signature certifies compliance with requirements detailed on subaward subrecipient agreement.	
Print name and title of Authorized Subrecipient official:	Signature of Authorized Subrecipient Official:

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	12. Date Signed :
--	--------------------------

13. DUE DATE: 5/27/2021

Signed award and Direct Deposit Form (if applicable) must be returned to IOEM on or before the above due date

Project-Specific Programmatic Conditions of Approval

Project: 43333R2, City of Hailey

- The hazard mitigation planning activities will not affect natural resources or the human environment.
- Subrecipients may not use the funds from this subaward to implement actions identified in the plan.
- The result of the planning-related activity developed through this grant must be consistent with the requirements in 44 Code of Federal Regulations (CFR) Parts 201 and 206 and must enhance the existing mitigation plan consistent with mitigation planning regulations for Local Mitigation Plans per 44 CFR 201.6.
- Prior to the end of the Period of Performance, subrecipients must submit to the State and FEMA their final plan and adoption documentation.

Standard Administrative Provisions for Hazard Mitigation Grant Program (HMGP)

FEMA Region 10 – Updated July 27, 2016

- The subrecipient agrees that all use of funds under this subaward will be in accordance with the Hazard Mitigation Assistance Unified Guidance in effect at the time of the Disaster Declaration, relevant HMGP guidance and policy memos and directives, as well as the HMGP regulations in 44 CFR 206.
- The recipient may advance portions of the approved Federal share to the subrecipient provided the recipients maintain procedures to minimize the time elapsing between the transfer of funds from the U.S. Treasury and their disbursement to the subrecipient. Subrecipients must comply with the same payment requirement as the recipient and must comply with the requirements specified in the recipient's subaward agreement.
- The subrecipient shall follow regulations found in Title 2 Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the FEMA/State/Tribe Agreement in effect for the subject Disaster Declaration.
- The Federal Funding Accountability and Transparency Act (FFATA) of 2006 (2 CFR Part 170) requires recipients and subrecipients to report certain information about themselves and their first-tier subrecipients for each Federal award of \$25,000 or more awarded on or after October 1, 2010.
- The subrecipient must obtain prior approval from the State Hazard Mitigation Officer (SHMO) before implementing changes to the approved project Scope of Work (SOW). The SHMO must receive FEMA approval prior to a change in the SOW regardless of the budget implications. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent of the total budget. The subrecipient must fully document cost overrun requests; the project must remain cost-effective, and funds must be available within the HMGP ceiling for said disaster.
- The subrecipient must notify their assigned SHMO as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion or substantially lower cost (for reallocation of funding).
- The subrecipient shall submit quarterly financial and progress reports thereafter until the grant ends. Reports are due on January 15, April 15, July 15, and October 15. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as

well as for periods where no grant activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent. The final financial and progress report is due 30 days after project completion or the end date of the performance period.

- **Performance Report:** The subrecipient shall submit performance progress reports through the Idaho Grant Management System (IDGMS), by the 15th day after the end of each quarter. The narrative shall consist of a comparison of actual accomplishment to the approved activity objectives. The subrecipient shall submit quarterly performance reports thereafter until the subaward is closed. Reports are due January 15, April 15, July 15, and October 15. Quarterly performance report shall report the name, completion status, expenditure, and payment-to-date of each approved activity/subrecipient award under the Subrecipient Award.
 - **Final Reports:** The subrecipient shall submit a final financial and performance report 30 days upon project completion or the end date of the performance period.
- Unless otherwise approved by IOEM, the subrecipient must submit a closeout package with all financial, performance and other reports and required documentation within 30 days after subrecipient's notice of completion of the project, or expiration or termination of the project/subaward.
- For closeout of this project, the subrecipient shall send a letter of request to the SHMO to close the project programmatically and financially. The letter will include the following:
 - The date work on the project was fully completed;
 - The date of the subrecipient's final site inspection for the project;
 - Certification that reported costs were incurred in the performance of eligible work, and that the approved work was completed, or if not, an explanation as to the final status of the project and why the project was not completed;
 - Confirmation that the mitigation measure is in compliance with the provisions of the FEMA/State/Tribe Agreement and this approval letter;
 - A memo from the subrecipient addressing how each required environmental and special programmatic condition was met (including attachment of any required documentation);
 - Submittal of all required documentation relative to the specific project type, e.g. acquisition/demolition, or elevation, including all necessary data to close the project in the Property Site Inventory in FEMA's Hazard Mitigation Assistance grant systems.
 - By acceptance of this subaward, the subrecipient agrees to abide by all laws and regulations required under the HMGP as outlined in 44 CFR 206.432 - .440, 44 CFR 80, 44 CFR 201, the Grants Management requirements contained in 44 CFR 13 and/or 2 CFR 200, and all applicable Federal, State, Tribal, or Local laws.
 - Subrecipients who have been awarded Mitigation grants are reminded that 10% of the total grant award will be retained by IOEM pending completion of the final project inspection or FEMA's approval of plans. Once approved, the retained funds will be reimbursed and the grant closed.
 - The subrecipient shall follow cost-sharing requirements mandated by program guidance, statute or regulation and in compliance with 2 CFR 200.29. The cost-share requirement for this subaward is 75% federal and 25% non-federal.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/10/2021 **DEPARTMENT:** Admin/Fire **DEPT. HEAD SIGNATURE:** HD/MB

SUBJECT:

Motion to approve Resolution 2021-049_ authorizing the Mayor to sign and accept Addendum #1 for architect, engineering and design services from Ruscitto, Latham Blanton Architects (RLB) for the Hailey Fire Station project, increasing the fee from \$28,000 to \$38,500.

AUTHORITY:

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The attached proposed Addendum #1 for the fire station seismic upgrade project. The work was done after our bids were received at an amount far in excess of budget and grant funds for the project. We submitted a change of scope to the grantor with this fee included, which has been approved.

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2021-049_ authorizing the Mayor to sign and accept Addendum #1 for architect, engineering and design services from Ruscitto, Latham Blanton Architects (RLB) for the Hailey Fire Station project, increasing the fee from \$28,000 to \$38,500.

FOLLOW-UP REMARKS:*

CITY OF HAILEY
RESOLUTION NO. 2021-049_

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING ANDDENDUM #1 TO AGREEMENT WITH RUSCITTO LATHAM
BLANTON, WHICH INC REASED THE SCOPE OF SERVICES AND PAYMENT
FROM \$28,000 TO \$38,500, TO PROVIDE ARCHITECT & ENGINEERING SERVICE
TO THE CITY OF HAILEY UNDER A FEMA HAZARDS MITIGATION GRANT**

WHEREAS, the City of Hailey requires architect & engineering services to design and oversee a retrofit to the Hailey Fire Station;

WHEREAS, Ruscitto Latham Blanton provided a bid for the project within the required time-frame and is qualified to perform the service; and

WHEREAS, the City of Hailey wishes to enter into an agreement with Ruscitto Latham Blanton to provide architect & engineer services at the cost provided;

WHEREAS, the scope of work was increased when the city revised architectural drawings to reduce the project cost;

Whereas, the City of Hailey and Ruscitto Latham Blanton agree to he terms and conditions of the agreement, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the agreement between the City of Hailey and Ruscitto Latham Blanton and that the mayor is authorized to execute the attached documents,

Passed this 10th day of May, 2021.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

May 6, 2021

Heather Dawson
Hailey City Administrator
115 Main Street South, Suite H
Hailey, Idaho 83333
Heather.Dawson@haileycityhall.org

**ADDENDUM # 1 to
PROPOSAL FOR ARCHITECTURAL and ENGINEERING SERVICES**

CITY OF HAILEY FIRE DEPARTMENT – FIRE STATION STRUCTURAL REHABILITATION
Hailey, Idaho

ADDENDUM SUMMARY

Ruscitto/Latham/Blanton (RLB) requests an increase in the Architectural and Engineering Fee to compensate for additional design and coordination services required to facilitate the Hailey Fire Station project. The competitive bidding process for the project resulted in the receipt of three (3) bid responses, all of which exceeded the funds available through the Idaho Office of Emergency Management (IOEM) grant program and local funds designated for this project.

Value engineering scope reductions were identified by RLB through a series of interviews with responsive bidding contractors. A revised scope of work was established and confirmed with IOEM and the City of Hailey. RLB then entered bid negotiations with the apparent low bid contractor on behalf of the City of Hailey to reach an acceptable project cost. Revised drawings and specifications were provided to the apparent low bid contractor to confirm understanding of reduced scope. This work was generally completed between January 15th and February 23rd of 2021.

ARCHITECTURAL and ENGINEERING FEE

Ruscitto Latham Blanton proposes to increase the lump sum fixed Architectural and Engineering Services Fee for the work described herein from Twenty-Eight Thousand Dollars (\$28,000.00) to **Thirty-Eight Thousand Five Hundred Dollars (\$38,500.00)**.



2021.05.06

Accepted by Michael Bulls, AIA
President, Ruscitto/Latham/Blanton Architectura P.A.

Date

Accepted by Martha Burke
Mayor, City of Hailey

Date

RLB

**RUSCITTO
ARCHITECTURA P.A.**

LATHAM BLANTON

208.726.5608
www.rlb-sv.com
p.o. box 419 83353
sun valley, idaho

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/10/2021 **DEPARTMENT:** Admin/Fire **DEPT. HEAD SIGNATURE:** HD/MB

SUBJECT:

Motion to approve Resolution 2021-050_, approving the signature of city representatives on Change Order #2 with Century Contractors, adding \$13,821.46 to the Hailey Fire Station Project to install siding on the east wall and to replace cracked rim boards in order to properly develop shear loads for the building. ACTION ITEM

AUTHORITY:

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

See attached Change Order #2 for Hailey Fire Station Project. Having received and approved an amended grant amount, the east wall siding which was in the original scope of work can be added back in to the project cost and still be within budget.

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2021-_050, approving the signature of city representatives on Change Order #2, with Century Contractors adding \$13,821.46 to the Hailey Fire Station Project to install siding on the east wall and to replace cracked rim boards in order to properly develop shear loads for the building. ACTION ITEM

FOLLOW-UP REMARKS:*

CITY OF HAILEY
RESOLUTION NO. 2021-050

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING CHANGE ORDER #2 TO CENTURY CONTRACTORS
FIRE STATION RETROFIT PROJECT, WHICH INCREASES THE SCOPE OF
SERVICES BY \$13,821.46, UNDER A FEMA HAZARDS MITIGATION GRANT**

Whereas, the City of Hailey and Ruscitto Latham Blanton agree to the terms and conditions of the agreement, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves Change Order #2 between the City of Hailey and Century Contractors and that the mayor is authorized to execute the attached documents,

Passed this 10th day of May, 2021.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

CONTRACT CHANGE ORDER

Number: 2

PROJECT: City of Hailey Fire Department Fire Station Rehabilitation Station DATE: 05/05/2021

LOCATION: Hailey, Idaho

CONTRACTOR: Century Contractors, Inc.

You are requested to perform the following described work upon receipt of an approved copy of this document, or as directed by the Architect.

Item No.	Description	CHANGE IN			
		Unit	Unit Price	Quantity	Amount
1	Architect's Directive # 1 - Framing Repairs				\$293.00
2	RFCP#3 - Siding Replacement (EAST WALL ONLY)				\$13,528.21
This Change Order Total:					\$13,821.21
Previous Contract Total:					\$181,603.00
Revised Contract Total:					\$195,424.21

The time provided for completion in the contract is being extended by **73 calendar days**. This document shall become an amendment to the Contract and all provisions of the Contract will apply.

Revised Substantial Completion Date: July 29, 2021

Revised Final Completion Date: August 29, 2021

Changes are shown on Drawing(s) and Documents as follows:

Architect's Directive # 1, dated: 4/19/2021

RFCP#3 - Siding Replacement, dated: 4/14/2021

Note: RFCP#3 requested individual pricing for each elevation of the building. The Owner has chosen to pursue full siding replacement for the **EAST WALL ONLY**. All other wall elevations referenced in the RFCP document shall remain unchanged from previous contract terms and conditions.

digital copies attached.

6. Will this change affect the insurance coverage?

Yes _____ No X_____

7 If yes, will the policies be extended?

Yes _____ No _____

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 04/26/2021 DEPARTMENT: Admin/Fire DEPT. HEAD SIGNATURE: HD

SUBJECT:

Motion to approve Pay Request #2 for the Hailey Fire Station Project, authorizing payment of \$93,668.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

See attached architects approval of pay request and invoice details.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

- | | | |
|---|--|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library | <input type="checkbox"/> Benefits Committee |
| <input type="checkbox"/> City Attorney | <input type="checkbox"/> Mayor | <input type="checkbox"/> Streets |
| <input type="checkbox"/> City Clerk | <input type="checkbox"/> Planning | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Building | <input type="checkbox"/> Police | _____ |
| <input type="checkbox"/> Engineer | <input type="checkbox"/> Public Works, Parks | _____ |
| <input type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | _____ |
-

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

SUBJECT:

Motion to approve Pay Request #2 for the Hailey Fire Station Project, authorizing payment of \$93,668.

ACTION OF THE CITY COUNCIL:

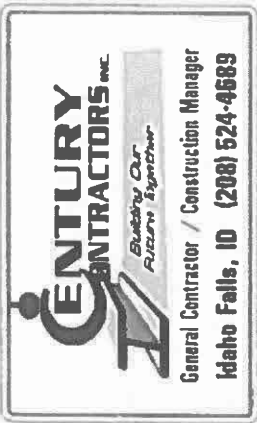
Date : _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record
Copies (all info.):
Instrument # _____

*Additional/Exceptional Originals to: _____
Copies (AIS only)



Century Contractors Inc.
 P.O. Box 674
 Iona ID 83427
 (208) 524-4689

Progress Billing

Application: 2

Period: 04/25/2021

License:

Owner: City of Hailey
 115 Main Street South, Suite H
 Hailey ID 83333

Job Location: Hailey Fire Station Rehabilitation
 115 Main Street South, Suite H
 Hailey ID 83333

Application For Payment On Contract

Original Contract.....	283,071.00 ✓
Net Change by Change Orders.....	-101,468.00 ✓
Contract Sum to Date.....	181,603.00 ✓
Total Complete to Date.....	114,827.06 ✓
Total Retained.....	5,741.37 ✓
Total Earned Less Retained.....	109,085.69 ✓
Less Previous Billings.....	15,417.69 ✓
Current Payment Due.....	93,668.00
Balance on Contract.....	72,517.31 ✓

OK TO PAY MS


Contractor's Certification of Work

The undersigned contractor certifies that, to the best of the contractor's knowledge, the work on the above named job has been completed in accordance with the plans and specifications to the level of completion indicated on the attached schedule of completion.

Contractor:  Date: 4-26-21

Architect's Certification of Work

The undersigned architect certifies that, to the best of the architect's knowledge, the work on the above named job has been completed in accordance with the plans and specifications to the level of completion indicated on the attached schedule of completion.

Architect:  Date: 4/26/2021
 ROSKITTO/LATHAM/BLANTON

Terms: Invoices are due and payable from the date of invoice. All overdue amounts will be charged a service charge of 0.00 % per annum. Please make checks payable to: Century Contractors Inc.

Thank you for your prompt payment.

PROGRESS BILLING

Application: 2

Period: 04/25/2021

Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
Change Order# 1										
Change Order# 2										
105.000 BONDS	4,081.79	-1,200.00	2,881.79	2,881.79			2,881.79	100.00		144.09
115.000 LIABILITY INSURA	3,857.64	-1,800.00	2,057.64	2,057.64			2,057.64	100.00		102.88
125.000 SUPERVISION LAB	18,169.20	-9,369.00	8,800.20		5,368.12		5,368.12	61.00	3,432.08	268.41
126.000 GENERAL LABOR	8,305.92		8,305.92		5,066.61		5,066.61	61.00	3,239.31	253.33
145.000 FUEL EXPENSE	6,373.64		6,373.64		3,887.92		3,887.92	61.00	2,485.72	194.40
157.000 TEMPORARY LIGH	1,384.32		1,384.32		844.44		844.44	61.00	539.88	42.22
164.000 PER DIEM EXPEN	15,624.36	-5,100.00	10,524.36		6,419.86		6,419.86	61.00	4,104.50	320.99
170.000 DUMP FEES	3,192.01		3,192.01		2,553.61		2,553.61	80.00	638.40	127.68
181.000 EQUIPMENT EXPE	10,180.52	-3,289.87	6,890.65		4,134.39		4,134.39	60.00	2,756.26	206.72
190.000 CONTINGENCY	1,536.29		1,536.29		921.77		921.77	60.00	614.52	46.09
205.000 ASBESTOS ABATE	11,815.39		11,815.39		11,815.39		11,815.39	100.00		590.77
211.000 DEMOLITION	16,003.63	-8,500.00	7,503.63		6,002.90		6,002.90	80.00	1,500.73	300.15
290.000 MISC. SITE CONC	2,961.25		2,961.25						2,961.25	
605.000 NAILS/GLUE/SIMP	5,774.44		5,774.44		3,464.66		3,464.66	60.00	2,309.78	173.23
610.000 ROUGH CARPENT	3,258.92	-1,200.00	2,058.92		411.78		411.78	20.00	1,647.14	20.59
620.000 RGH. CARP. LABO	4,412.52	-2,200.00	2,212.52		442.50		442.50	20.00	1,770.02	22.13
718.000 WEATHER BARRIE	1,723.45	-1,200.00	523.45						523.45	
719.000 EXTEIOR INSULATI	1,522.08		1,522.08						1,522.08	
722.000 SIDING	22,541.03	-13,500.00	9,041.03						9,041.03	
780.000 ROOF ACCESSORI	40,724.30	-12,500.00	28,224.30	11,289.72	16,934.58		28,224.30	100.00		1,411.22
790.000 CAULKING/SEALA	728.47		728.47						728.47	
820.000 WOOD & PLASTIC	14,731.62		14,731.62						14,731.62	
836.000 OVERHEAD DOOR	27,276.67	-1,420.00	25,856.67		21,978.17		21,978.17	85.00	3,878.50	1,098.91
860.000 WOOD&PLASTIC	24,193.41	-7,491.00	16,702.41		8,351.21		8,351.21	50.00	8,351.20	417.56
910.000 DRYWALL/METAL	5,511.48	-5,511.48						100.00		
925.000 PAINTING/MISC	6,692.43	-6,692.43						100.00		
1530.000 HVAC	2,132.10	-2,132.10						100.00		
1600.000 ELECTRICAL	18,362.12	-18,362.12						100.00		

PROGRESS BILLING

Application: 2

Period: 04/25/2021

Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
Totals:	283,071.00	-101,468.00	181,603.00	16,229.15	98,597.91		114,827.06	63.23	66,775.94	5,741.37

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

PROJECT: Hailey Fire Station Rehabbbilitation

The undersigned had been paid and has received a progress payment in the sum of \$93,668.00 for all labor, services, equipment or material furnished to the job site or to City of Hailey on the job site of Hailey Fire Station Rehabbbilitation located at 115 Main Street South, Suite H, Hailey ID 83333 and does here by release any mechanic's lien, stop notice, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the above referenced project to the following extent.

This release covers a progress payment for all labor, services, equipment or materials furnished to the job site or to City of Hailey through 04/25/2021 only and does not cover any retentions retained before or after the release date; extras furnished before or after the release date for which payment has not been received; extras or items furnished after the release date or pending modifications and changes. Rights based upon work preformed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice or bond right shall not otherwise affect the contract rights, including right between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment or material was not compensated by the progress payment.

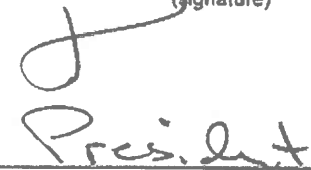
The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials equipment or services provided for or to the above-referenced project up to the date of this waiver.

DATE: 4-26-21

Century Contractors, Inc.



(signature)



(title)

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/10/2021 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** LH

SUBJECT: Motion to approve Resolution 2021-_051, authorizing the Mayor’s signature on the Public Right-of-Way Maintenance Agreement related to the development of Silver River Residences at 402 North River Street (Lot 18A, Block 56, Hailey Townsite).

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code Title 16 (IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED: On March 2, 2020, the Hailey Planning and Zoning Commission approved a Design Review Application by Kiki Tidwell and Gary Poole for a sixteen (16) unit residential project, three stories in height, to be known as Silver River Residences, to be located at 17 West Silver Street, in Hailey. As required by the Findings of Fact, Conclusions of Law and Decision dated March 16, 2021, the Applicants have been required to redesign to the property frontage to align with the River Street Master Plan. Such design includes a new bulbout at the corner of River Street and Silver Street, the installation of landscaping and street trees, electrical, irrigation and new sidewalk.

As negotiated with the Applicants, Silver River Residences agreed to maintain items, such as landscaping and more, within the public right-of-way. To ensure maintenance is met, a Public Right-of-Way Maintenance Agreement, is attached.

Attachments include:

1. Resolution 2021-____: Silver River Residences Right-of-Way Maintenance Agreement
2. Right-of-Way Maintenance Agreement for Silver River Residences

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item # _____ YTD Line-Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: Lisa Horowitz Phone # 788-9815 #2013

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

___ City Attorney	___ City Administrator	___ Engineer	___ Building
___ Library	___ Planning	___ Fire Dept.	___ _____
___ Safety Committee	___ P & Z Commission	___ Police	___ _____
___ Streets	___ Public Works, Parks	___ Mayor	___ _____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Motion to approve Resolution 2021-051_, authorizing the Mayor’s signature on the Public Right-of-Way Maintenance Agreement related to the development of Silver River Residences at 402 North River Street (Lot 18A, Block 56, Hailey Townsite).

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt. /Order Originals: _____ *Additional/Exceptional Originals to: _____ Copies
(all info.): _____ Copies
Instrument # _____

CITY OF HAILEY
RESOLUTION NO. 2021- 051_

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A PUBLIC RIGHT-OF-WAY MAINTENANCE
AGREEMENT RELATED TO THE DEVELOPMENT OF SILVER RIVER
RESIDENCES

WHEREAS, the City of Hailey has approved the Design Review of Silver River Residences on March 16, 2020, and

WHEREAS, that approval included the associated improvements to the site, including management, upkeep and various obligations with respect to maintenance of landscaping, street trees, irrigation, snow removal and electrical, within the development of Silver River Residences, which is located within the City; and

WHEREAS, this Resolution authorizes the Mayor's signature on the attached documents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Public Right-of-Way Maintenance Agreement related to the development of Silver River Residences.

Passed this ___ day of _____, 2021

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

MAINTENANCE AGREEMENT

Silver River Residences (Lot 18A, Block 56, Hailey Townsite, Hailey, Idaho)

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, by and between City of Hailey, Idaho (the "City") and Kiki Tidwell Family Trust, Tidwell Leslie Anne Trustee Kiki Tidwell Family Trust U/T/A DTD 3/23/06 (the "Owner"), it's successors and or assigns.

RECITALS

WHEREAS, the City is a municipal corporation possessing powers granted to municipalities under the applicable provisions of the Idaho Code, including the power to contract; and

WHEREAS, the Owner is the entity charged with the management and upkeep of the Silver River Residences Development located within the City of Hailey, State of Idaho; and

WHEREAS, the Silver River Residences Development ("the Development") has been and will be developed in accordance with the terms and conditions as outlined in the Hailey Municipal Code, and per the Findings of Fact, Conclusions of Law and Decision dated March 16, 2020, and any modifications thereafter, and as outlined herein, in the records of Blaine County, Idaho, and

WHEREAS, the terms of the Maintenance Agreement, as well as conditions for approval of the plats associated with the Development provided that the Owner will assume various obligations with respect to maintenance and snow removal on sidewalks within the Development and adjoining right-of-way, which are situated within the City's right-of-way, landscaping and irrigation within the Development and adjoining right-of-way, which are situated within the City's right-of-way, and electrical within the Development and adjoining right-of-way, which is situated within the City's right-of-way (collectively, the "Maintenance Obligations"); and

WHEREAS, the Parties wish to memorialize the extent and ongoing and perpetual nature of the Maintenance Obligations as set forth herein;

NOW, THEREFORE, in consideration of the above stated facts and objectives, and for other valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Sidewalks within City Right-of-Way:

- A. The Owner shall clear snow from all sidewalks and bike paths, constructed as part of the Development, which are located within the City's right-of-way (hereafter "Sidewalks") as soon as reasonably possible before each City snow plowing operation along the street

adjacent to the Sidewalk, but in no event more than twelve (12) hours from the time of plowing.

- B. The Owner shall cause all Sidewalks to be swept and cleared of debris at least once each Spring after the snow melts, and as reasonably requested by the City as required to keep clean of debris.
- C. The Owner shall be solely responsible for all Maintenance Obligations associated with the Sidewalks, at a level consistent with City practices or with the maintenance of the remainder of the Common Area maintained by the Owner, whichever is greater. Notwithstanding the foregoing, nothing in this Agreement shall create an obligation on the Owner to replace the Sidewalks at the end of their lifecycle. That said, the Owner shall be responsible for any damages caused as a result of Owner's activities.

2. Landscaping and Irrigation within City Right-of-Way:

- A. The Owner shall, at its sole expense, maintain all landscaping and irrigation, including, but not limited to, grass, trees and shrubs, and irrigation lines, in the Development which are located within the City's right-of-way, in a good and healthy condition and in accordance with at least the minimum standards provided in "Private Trees" of the City's Tree Ordinance, Hailey Municipal Code, Chapter 12.20, as the same may be amended from time to time. Irrigation lines, in the development which are located within the City's right-of-way, shall also be maintained in a good and healthy condition and in accordance with at least the minimum standards provided in "Storm Drainage and Irrigation Pipe" of the Hailey Municipal Code, Chapter 18.08: Street and Drainage Construction, as the same may be amended from time to time.
- B. The Owner shall, at its sole expense, maintain in good condition, and repair and replace as appropriate, the irrigation system installed as part of the Development within the City's Right-of-Way. Said irrigation system will utilize City potable water; however, will be delivered and billed through the Owner's metered water account.
- C. The City hereby grants the Owner a license to be on, over and under its right-of-way for the limited purposes of carrying out its Maintenance Obligations as they relate to landscaping and irrigation, as set forth in this paragraph. Any activities within the public right-of-way in excess of the Maintenance Obligations state herein shall require advance notification to the City, and approval of such activities.

3. Electrical within City Right-of-Way:

- A. The Owner shall, at its sole expense, maintain all electrical, including, but not limited to, street tree lighting and street lights, in the Development which are located within the City's right-of-way, in a good and healthy condition and in accordance with at least the minimum standards provided in "Miscellaneous" of the Hailey Municipal Code, Chapter 18.14: Standard Drawings, as they may be amended from time to time. Furthermore, the Owner

shall guarantee that all lighting be operational at times designated by the City, and that any holiday lighting be approved in advance and consistent with City practices.

4. **Maintenance Obligations:** The Maintenance Obligations may be contracted to third-party providers by the Owner, but all costs associated therewith shall be the sole responsibility of the Owner. The Owner hereby commits to a budget in advance for all the cost of all anticipated Maintenance Obligations, including capital reserves, to cover the costs of the Maintenance Obligations.
5. **Term:** The Owner's Maintenance Obligations hereunder shall be perpetual, so long as this Agreement remains in effect, and shall be a covenant running with the common area included within the Development, and the terms and provisions hereof shall inure to the benefit of and be binding upon all owners of the real property within the Development and their respective heirs, personal representatives, successors and assigns.
6. In the event the Owner fails to meet the Maintenance Obligations and does not cure such failure within thirty (30) days after written notice from City, default or failure, or in the case of a breach which is incapable of being cured within a thirty (30) day time period, Owner fails within thirty (30) days after written notice from City to commence to cure the same and thereafter to prosecute the cure of such breach with due diligence and continuity, the City shall have the right, but not the obligation, to take over the Maintenance Obligations and to place a lien on the Owner's Assessment receipts to cover the costs of such Maintenance Obligations which the Owner has failed to perform. So long as the Owner is not in breach of this Agreement, the City shall NOT have the right to assume the Maintenance Obligations without the express written consent of the Owner.
7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.
8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the Fifth Judicial District of the State of Idaho.
9. This Agreement, in coordination with the terms and conditions as outlined in the Hailey Municipal Code, and per the Findings of Fact, Conclusions of Law and Decision dated March 16, 2020, and the City approvals related to the Development, set forth the entire understanding of the parties hereto, and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Sidewalks, Landscaping and Irrigation, and Electrical, or the Local System other than as set forth in the agreements and approvals referenced in this paragraph.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the _____ day of May 2021.

CITY OF HAILEY

By: _____
Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

Kiki Tidwell Family Trust
Tidwell Leslie Anne Trustee Kiki Tidwell Family Trust U/T/A DTD 3/23/06
Silver River Residences

By: _____
_____, President

STATE OF IDAHO)
 : ss.
County of Blaine)

On this ____ day of _____, 2021, before me the undersigned Notary Public in and for said State, personally appeared Martha Burke, known or identified to me to be the Mayor of Hailey and the person whose name is subscribed to the within instrument, and acknowledged that he executed the same on behalf of the City of Hailey.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at: _____
Comm. Expires: _____

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 5/10/21

DEPARTMENT: PW - Streets

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to adopt Resolution 2021-052, authorizing the Mayor’s signature on an agreement with Idaho Asphalt Supply, Inc., to supply chip seal oil at the rate of \$373 per ton, plus spreading, freight, and fuel surcharges, for the 2021 chip seal projects **ACTION ITEM**

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The attached agreement with Idaho Asphalt Supply, Inc., is to supply chip seal oil for the 2021 chip seal projects. Pricing is on a unit basis, as follows:

40 tons of oil @ \$373 per ton = \$42,895

Spreading service minimum charge = \$1,500

Freight = \$4,272.25

Fuel surcharges apply as shown in the attached Johnny B. Transport rate sheet.

The proposed chip seal areas are shown on the attached map (south Woodside neighborhoods and River St.) The first round of chip seal will cover a portion of the area shown. A second round of chip seal may be completed this summer for the remaining areas, as budget and schedule allows, and will be billed at the same rates.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

- | | | |
|---|--|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library | <input type="checkbox"/> Benefits Committee |
| <input type="checkbox"/> City Attorney | <input type="checkbox"/> Mayor | <input checked="" type="checkbox"/> Streets |
| <input type="checkbox"/> City Clerk | <input type="checkbox"/> Planning | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Building | <input type="checkbox"/> Police | <input type="checkbox"/> Wastewater |
| <input type="checkbox"/> Engineer | <input checked="" type="checkbox"/> Public Works | <input type="checkbox"/> Water |
| <input type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | <input type="checkbox"/> _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2021-____, authorizing the Mayor’s signature on an agreement with Idaho Asphalt Supply, Inc., to supply chip seal oil at the rate of \$373 per ton, plus spreading, freight, and fuel surcharges, for the 2021 chip seal projects **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record
Copies (all info.):
Instrument # _____

*Additional/Exceptional Originals to: _____
Copies (AIS only)

**CITY OF HAILEY
RESOLUTION NO. 2021-052**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING AN AGREEMENT WITH IDAHO ASPHALT SUPPLY, INC., TO
SUPPLY CHIP SEAL OIL AT THE RATE OF \$375 PER TON, PLUS SPREADING,
FREIGHT, AND FUEL SURCHARGES, FOR THE 2020 CHIP SEAL PROJECTS.**

WHEREAS, the City of Hailey requires chip seal oil in order to conduct chip seal projects in 2020.

WHEREAS, the City of Hailey desires to accept the unit pricing agreement from Idaho Asphalt Supply, Inc., at the rate of \$373 per ton of oil, a minimum service charge of \$1,500, freight charges of \$4,272.25, and fuel surcharges.

WHEREAS, the City of Hailey will conduct a second round of chip seal during 2021, under the same unit pricing.

WHEREAS, the City of Hailey and Idaho Asphalt Supply, Inc. agree to the terms and conditions of the agreement, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the agreement between the City of Hailey and Idaho Asphalt Supply and that the mayor is authorized to execute the attached document,

Passed this 10th day of May, 2021.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

IAS

Notice for purchasing, ~~Transporting~~ and Spreading of Asphalt 2021

Notice is hereby given that Power County Highway District will hold a bid opening at 3090 Lamb Weston Road at American Falls, Idaho on **February 8, 2021 at 5:05 p.m.** at which time bids covering the following items will be publicly opened and read:

Purchasing, ~~Transporting~~ and Spreading of Asphalt 2021

Complete contract documents, including specifications and requirements are available upon request from the Power County Highway District at 3090 Lamb Weston Road, American Falls, Idaho – Phone number 208-226-2661 between the hours of 8am to 5pm- Monday through Thursday. All communications relative to the work and bid are to be directed to the Road Oil District Supervisor, Bill Curry, at 208-226-2661.

Bids will be received until 5:00 pm on February 8, 2021. All bids sent by mail shall be addressed to the Power County Highway District, P.O. Box 513, American Falls, Idaho 83211, % Commissioner - Chairman, and shall be clearly marked **Purchasing, Transportation and Spreading of Asphalt 2021 Bid Opening.**

The Power County Highway District Commissioners reserve the right to reject any or all bids or to award to the bidder as determined to be in the best interest of Power County Highway District. All bidders are expected to familiarize themselves with the requirements of Chapter 40, Title 31 of the Idaho Code as amended covering bidding, bidder's security and expenditures by the County. Five percent (5%) bidder's security is required to be included with the bid.

ALL BIDDERS AGREE THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF POWER COUNTY HIGHWAY DISTRICT BECAUSE OF SUCH REJECTION AND THE FILING OF ANY BID IN RESPONSE TO THIS INVITATION SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THESE CONDITIONS.

PUBLISHING DATE: January 20, 2021, and January 27, 2021
BIDDING OPENING: February 8, 2021

FEBRUARY 8, 2021

BID FORM

OWNER'S RIGHTS RESERVED

The Power County Highway District Commissioners reserve the right to reject any or all bids or to award to the Bidder as determined to be in the best interest of Power County Highway District.

SPECIFICATION

All asphalt materials must meet the specifications outlined in the most recent Idaho Transportation Department's "Standard Specifications for Highway Construction" and must meet the most current ASTM standards for the specific material being delivered. The County may, at its discretion, randomly sample any or all loads to determine specifications compliance.

PENALTY

A penalty of twenty five percent (25%) of the total purchase price will be deducted from each LOAD not meeting specifications.

BIDDING RESPONSIBILITIES

The Bidder has carefully examined the specification and contract documents and also understands that all materials and services called for shall be for the bid price.

The Bidder will bill the different entities directly for any of the liquid asphalt and transportation ordered independently.

PIGGYBACK

The Bidder recognizes and agrees that this bid is available to other government agencies in accordance with Idaho Code. Counties, Cities, Highway Districts may piggyback on this bid for the period of 45 days from the date of the bid opening to the changing nature of the oil prices.

BID

The Bid is broken into sections. The product price is listed as Free on Board (FOB). The prices quoted are the product at BLACKFOOT, ID (you choose). If you bid on the freight, it is understood that the freight will be delivered anywhere in Power County. It is further understood that the freight price will be adjusted for each agency piggybacking off this bid. The spreading cost is a separate line item that may be used if needed. If there are additional or hidden costs, they must be disclosed at this time. The County has an option of accepting or awarding individual products, or segregating the bid by purchasing the oils, transportation, or spreading of the oil separately based upon the line item total from a Bidder for each agency.

TRANSPORTATION BID

Delivery fee per ton delivered to Power County \$ 25.00 /ton.

Bidder must attach an explanation discussing fuel surcharge rates and how they will be applied or transportation of the material.

SPREADING BID

Spreading fee per ton of oil \$ 36.00 /ton. PLEASE SEE ATTACHED FOR INCIDENTAL CHARGES.

Power County Highway District
2021 Road Oil Bid

<u>No.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
<u>1.</u>	<u>MC-500</u>	<u>150</u>	<u>Ton</u>	\$605.00	\$ 90,750.00
<u>2.</u>	<u>MC-800</u>	<u>390</u>	<u>Ton</u>	\$595.00	\$232,050.00
<u>3.</u>	<u>CRS-2</u>	<u>725</u>	<u>Ton</u>	\$361.00	\$261,725.00
<u>4.</u>	<u>Alternate Quickseal 60/40</u>	<u>170</u>	<u>Ton</u>	\$289.00	\$ 49,130.00
<u>5.</u>	<u>CSS-1 Dilute 50/50</u>	<u>25</u>	<u>Ton</u>	\$325.00	\$ 8,125.00

\$641,780.00

PLEASE SEE ATTACHED FOR INCIDENTAL CHARGES.

FEBRUARY 8, 2021

ASPHALT BID ITEMS

Product Only: FOB Location BLACKFOOT, ID (you choose)

Prices do not include freight and is the price per ton on doc.

Asphalt Type	\$/Ton on Dock
MC-500	\$605.00
MC-800	\$595.00
CRS-2	\$361.00
Quickseal 50	\$274.00

Asphalt Type	\$/Ton on Dock
CSS-1 DIL 50/50	\$285.00 ^{\$525.00}

ALTERNATIVE ASPHALT BID ITEM

If the bidder has a product that is not on the Asphalt Bid Item listed above and would prefer to bid a product for piggyback purposes, the Bidder may place this below.

Product Only: FOB Location BLACKFOOT, ID (you choose)

Prices do not include freight and is the price per ton on doc.

Asphalt Type	\$/Ton on Dock
MC-250	\$625.00
MC 3000	\$585.00
SC-800	\$595.00
CRS-2P	\$373.00
CRS-3P	\$425.00
CRS-2R	\$373.00
CMS-2	\$385.00

Asphalt Type	\$/Ton on Dock
CMS-2P	\$395.00
CSS-1	\$395.00
CSS-1H	\$395.00
CSS-1H-DIL	\$325.00
DP-1	\$373.00
CQS-1H	\$405.00
CQS-1HP/MSE	\$510.00

Asphalt Type	\$/Ton on Dock
HFE 150	\$399.00
HFE 300	\$424.00

SIGNATURE

By signing this bid, the Bidder acknowledges that they have carefully checked all of the above figures, have read and understand all the accompanying bid documents and specifications and understands that Power County and/or any other officer thereof will not be responsible for any errors or omissions on the part of the undersigned submitting the bid.

Firm's Name IDAHO ASPHALT SUPPLY, INC.

Address P.O. BOX 50538 IDAHO FALLS, ID 83405

Authorized Representative Signature

Title

Adam Ackerman

Regional Sales Director

Print Name

Date

Adam Ackerman February 8, 2021

PLEASE SEE ATTACHED FOR INCIDENTAL CHARGES.



IDAHO ASPHALT SUPPLY, INC.

ASPHALTS * ROAD OILS
P.O. Box 50538 Idaho Falls, Idaho 83405-0538
Phone: (208) 524-5871 Fax: (208) 524-1923



February 8, 2021

COMMISSIONERS OF THE POWER COUNTY HIGHWAY DISTRICT
3090 Lamb Weston Road
American Falls, ID 83211

RE: Attachment to the "Purchasing, Transporting & Spreading of Asphalt 2021" bid offering.

- All quotes will remain firm for the 2021 Road Oil season.
- All quotes are based on 30-ton minimum loads.
- Unloading time: 3 hours free, \$125.00/hour thereafter.
- Overnight holdover: \$400.00 per night.
- Returned oil will be billed at full freight to the job-site and ½ freight rate for returned product.
- Restocking charge for returned product: \$250.00.
- Credit not given for anti-strip, altered or diluted products.
- Large distributor spreading charge: \$36.00/ton or \$240.00/hour whichever is greater. \$1,500.00 Minimum Charge.
- Small distributor spreading charge: \$240.00/hour portal to portal. \$1,500.00 Minimum Charge.
- Truck hold fee for each truck placed on hold at the plant by the customer in excess of two hours, \$100.00 per hour.
- Fuel surcharges will be assessed once the "e.i.a. Weekly Retail On-Highway Diesel Price" meets and exceeds \$2.65/gal. A schedule is attached.
- The Power County Highway District will receive two invoices. One from Idaho Asphalt Supply, Inc. for the asphalt products (emulsions and cutbacks), the other from Johnny B. Transport for freight and distributor services.
- Idaho Asphalt Supply, Inc. reserves the right to "piggyback" at its sole discretion, based on asphalt availability and the provisions in accordance with Idaho Code.
- Due to the volatile nature of the asphalt market, Idaho Asphalt Supply, Inc. will not offer awarded prices after March 26, 2021.

Sincerely,

Adam Ackerman
Regional Sales Director



Power County Highway District

Tel 208.226.2661
Fax 208.226.5246

3090 Lamb Weston Rd.
PO Box 513
American Falls, ID
83211

pocohwy@co.power.id.us

February 9, 2021

Idaho Asphalt Supply
Adam Ackerman
P.O. Box 50538
Idaho Falls, ID 83405

Dear Adam,

Thank you so much for submitting your Road Oil bid to the Power County Highway District. We are pleased to announce that you are the successful bidder this year. As always we really appreciate your response and look forward to working with you this year.

Sincerely,

A handwritten signature in blue ink that reads "Angela Munk".

Angela Munk
District Clerk

cc. aackerman@idahoasphalt.com

Robert N. Wetzel
Commissioner

Gilbert Hofmeister
Chairman

Wade Povey
Commissioner



Idaho Asphalt Supply, Inc.



Asphalts • Road Oil

P.O. Box 941, Blackfoot ID 83221-0941

Phone: (208) 785-1797

Fax: (208) 785-1818

IAS CONTRACT No: 29878

DATE: 5/4/2021

PROJECT #:

PROJECT: Year 2021 Road Oil

BUYER: Hailey, City of - ID

DATE OF BID LETTING: February 08, 2021

STREET ADDRESS OR SITE:

OWNER:

115 SOUTH MAIN ST

Hailey, ID 83333

1. **Project Details.** Idaho Asphalt Supply, Inc (“Seller”) agrees to sell and deliver to Hailey, City of - ID (“Buyer”), or cause to be sold and delivered to Buyer asphalt product(s) of the kinds and quantities (the “Products”) listed below and under the terms and conditions set forth in this Agreement, and Buyer agrees to purchase and receive and pay for the same, for use by Buyer on the above Project, on the terms and conditions herein stated:

PRODUCT	QUANTITY (Tons)	UNIT PRICE Excluding Sales Tax	Effective Thru	FREIGHT Per Ton	F.O.B.
CRS-2R	115.00	\$373.00	10/31/2021	\$37.15	Blackfoot
DISTRIBUTOR SERVICE \$1,500.00 Minimum Charge		\$36.00/TON or \$240.00/HR (Whichever is Greater)			

Special Contract Provisions:

Pricing "piggybacks" awarded offering to the Commissioners of the Power County Highway District on February 8, 2021 and will remain firm for the 2021 season. Payment terms are NET 15th; payment is due the fifteenth of the month following delivery. Fuel surcharge on freight will be assessed once the e.i.a. diesel fuel index for the Rocky Mountain region meets and exceeds \$2.65/gallon.

2. **Price Terms.** The price for the above Products is valid through the **2021** season and is based upon product(s) sold by Seller FOB one of Seller’s facilities. Seller reserves the right to supply product(s) from any of Seller’s or its affiliated facilities.

3. **Adjustments for Escalation.** If a price escalation for the Products subject to this Agreement occurs automatically or is invoked by Seller or Buyer in accordance with state contract specifications, Buyer agrees to pay Seller, or pass directly through to Seller, the amount of such escalation in addition to the prices above within fifteen (15) days of Buyer’s receipt of such escalation. Buyer will provide Seller with all information pertinent to escalation. Escalation/de-escalation amounts will be reconciled monthly and invoiced as a debit/credit based on monthly shipping reports.

4. **Schedule.** Buyer and Seller shall agree in writing to a delivery schedule at least thirty (30) days prior to commencement of the Project. Proposed changes to the project delivery schedule must be submitted to Seller in advance via facsimile or electronic mail and will be fulfilled at the discretion of Seller; Seller shall not be responsible for delay or back charges resulting from such schedule changes. Buyer shall provide to Seller a written order for all Products to be delivered by Seller at least one (1) week prior to the requested delivery date. If Buyer does not take delivery of ordered product in accordance with the delivery schedule, Buyer may be held responsible for Seller’s costs for said product, including, but not limited to: manufacturing, additive, storage and reprocessing costs. Buyer shall notify Seller immediately of any Project change orders or anticipated volume changes for which the changes are in excess of ten percent (10%) of the original order. Quantities deleted in excess of 10% of the original order may be subject to restocking fees or reprocessing costs while quantity overruns exceeding 10% of the original order are subject to re-pricing based on current market conditions.

5. **Payment/Billing.** Seller shall submit to Buyer an invoice, sent to the address indicated above, evidencing amounts due pursuant to this Agreement (the “Invoice”). Invoice amount(s) are due and payable by **the 15th of following month**. Buyer shall submit a copy of each invoice or invoice number with payment. Any invoice amounts not paid in accordance with the terms stated above shall bear interest at a rate of 1¾% per month from and as of the due date. In the event payment is not received as stated above Seller may, at its discretion, suspend further shipment(s) to Buyer. Buyer does not have the right to offset for any reason.

Bid Number: 0000029878

Buyer Initials _____ Contract # 29878

6. Specifications - Seller's Limited Liability. The Products will conform to the specifications of the Idaho Transportation Department. Conformity of the Products to such specifications shall be determined by Seller's certified test results at the point of title transfer. Buyer agrees to strictly adhere to Seller's Product Handling Guidelines. In the event anti-strip is added to any product at the request of Buyer, Seller shall not be responsible for any resulting non-conformance of the product. IN THE EVENT PRODUCT IS DELIVERED TO BUYER THAT DOES NOT CONFORM TO THE AGREEMENT SPECIFICATIONS AT THE POINT OF TITLE TRANSFER, THE EXTENT OF SELLER'S LIABILITY IS EXPRESSLY LIMITED TO THE COST OF REPLACEMENT OF ANY SUCH NON-CONFORMING PRODUCT. SELLER SHALL NOT BE LIABLE TO BUYER OR A THIRD PARTY FOR ANY OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. BUYER SHALL BEAR THE BURDEN OF PROOF THAT THE PRODUCTS FAILED TO CONFORM TO THE APPLICABLE SPECIFICATIONS AT THE POINT OF TITLE TRANSFER.

7. Product Return Policy. Products may only be returned upon Seller's written approval. In the event Seller agrees in writing to accept the return of any Product, Buyer shall be responsible for the full transportation costs, including, without limitation, restocking fees on the returned Product and, in the event of transportation arranged by Seller, any incidental charges as set forth under Paragraph 8. In the event Seller agrees to accept return of contaminated and/or diluted material, Buyer shall be responsible for all reprocessing and/or additional chemical costs.

8. Seller-Arranged Transport. If Seller agrees to arrange for transportation of the Product by a carrier, additional charges will apply, including, freight/transportation charges, which are a separate item. Product shall be shipped by any carrier designated by Seller. Delivery of quantities less than 30-tons will result in minimum freight charges. Where specified, freight prices are subject to a fuel surcharge at the time of delivery. A surcharge schedule is available upon request. Buyer agrees to pay the following additional charges as invoiced: (i) Unloading fees in excess of 3.00 hours, \$125.00 per hour, (ii) Overnight holdover fee, \$400.00 per night, (iii) Restocking fee on returned product, \$250.00, (iv) Multiple location unload fee, \$150.00 per each additional site, Equipment charge for jobsite pump-off flat fee, each occurrence (no polymer modified asphalts) \$125.00. Truck hold fee for each truck placed on hold at the plant by the customer in excess of 2.00hours, \$100.00 per hour. Freight charges will be assessed and invoiced at 50% of the quoted freight rate per ton for returned product.

9. Buyer-Arranged Transport. Unless Seller agrees to arrange for the transportation of the Product in writing, Buyer shall be responsible for arranging the transportation of the Product. Buyer agrees to provide to Seller all Seller required insurance documentation for carrier to access any Seller facility.

10. Bond Disclosure. Upon written request by Seller, Buyer agrees to provide a copy of the applicable contractor's bond or payment bond, which shall include the name and address of the general contractor and the owner of the property.

11. Transfer of Title/Risk of Loss. Title and risk of loss for the Products transfers to Buyer at the loading flange of Seller's facility.

12. Seller's Right to Lien. Seller is entitled to full lien and other rights provided by law to a supplier or installer of materials for all Products supplied.

13. Unfulfilled Agreement Penalty. If Buyer has failed to take delivery of at least seventy-five percent (75%) of the contracted Product(s) by the end of the applicable delivery schedule, Buyer shall pay to Seller an amount equal to (a) the purchase price of the contracted Products that have not been delivered to Buyer, multiplied by (b) fifteen percent (15%) (the "Unfilled Agreement Penalty"). For purposes of this paragraph, the determination of the Unfilled Agreement Penalty shall exclude any Products requested by Buyer which Seller opted not to supply pursuant to Paragraph 14 of this Agreement.

14. Termination. Seller may terminate this Agreement if, in Seller's reasonable judgment, Buyer is unworthy of commercial credit or is in default of this Agreement. In addition, Seller may immediately terminate this Agreement and any other contract between the parties without advance notice in the event Buyer is in default for non-payment pursuant to this Agreement or any other agreement between the parties hereto.

15. Force Majeure. Seller shall be relieved from liability for failure to deliver the Products for the time, and to the extent, such failure is occasioned by: government regulation, shortage of transportation, raw materials and/or supplies, disruption or breakdown of production or transportation facilities or equipment, war, fire, explosion, riot, strike or other industrial disturbance, act of God, or Seller's inability, after reasonable diligence, to obtain necessary equipment, materials or supplies, in whole or in part, at reasonable prices in relation to the prices established herein, or by any other cause, whether or not listed above, which is beyond the reasonable control of Seller.

16. Buyer's Indemnification of Seller. Buyer agrees to defend and indemnify Seller against any private or public administrative

or judicial inquiry or action brought under any local, state, or federal environmental laws or rules as a result of Buyer's use of any Products purchased under this Agreement. Buyer further agrees to defend and indemnify Seller against any private or public administrative or judicial inquiry or action brought under any local, state, or federal environmental laws or rules as a result of Seller's transport of any Product to a site selected or designated by Buyer.

17. Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho without regard to conflicts-of-laws principles that would require the application of any other law. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may only be brought against a Party in the State courts sitting in Idaho Falls, Idaho or Federal courts sitting in Pocatello, Idaho and each Party consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objections to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any Party anywhere in the world.

18. Integration. This Agreement embodies the entire Agreement between Seller and Buyer and supersedes any prior agreement for the Project, whether oral or written.

19. Fees and Costs. Should Buyer default in the performance of any of the covenants or agreements contained herein, Buyer shall pay to Seller all costs and expenses, including but not limited to a reasonable attorney fees, including such fees on appeal, which Seller may incur in enforcing this Agreement or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

20. Modifications, Waiver, and Assignment. Modification of this Agreement is valid only if executed in writing by the parties hereto. Waiver of any breach by Seller or Buyer of any terms, conditions or obligations hereto shall not be deemed a waiver of subsequent breaches of the same or other nature. Buyer may not assign this Agreement or any interest herein without the prior written consent of Seller

21. Ratable for Commercial HP Tons. For commercial Hotplant contracts, Buyer agrees to take possession of Products in a Ratable fashion unless previous arrangements have been agreed to in writing by Seller. In the event Buyer does not take possession of Products in a Ratable fashion, Seller reserves the right to reduce any committed quantities upon providing 15 day advance written notice to Buyer. Seller recognizes that weather and seasonality may impact Buyer's delivery schedule.

22. Enforceability. In order to be enforceable, this Agreement must be executed and returned to Seller within ten (10) days of 5/4/2021 the date in the heading block. In the event Buyer accepts delivery of product from Seller without providing to Seller an executed copy of this Agreement, Buyer shall be deemed to have agreed to and accepted all of the terms and provisions of this Agreement and all product delivered to Buyer shall be subject to the terms and provisions of this Agreement to the same extent as if Buyer executed and delivered to Seller this Agreement. In the event of any conflict between the terms and provisions of this Agreement and any purchase orders or other documentation provided to Seller by Buyer, the terms and provisions of this Agreement shall take precedence and be controlling. Seller may, at its discretion, refuse to deliver product represented by this Agreement to Buyer until this Agreement has been executed in full by both parties.

BUYER:
Hailey, City of - ID

By: _____ Date: _____

SELLER:
Idaho Asphalt Supply, Inc

By: _____ Date: _____

Johnny B. Transport Fuel Surcharge Schedule & e.i.a. Weekly Retail On-Highway Diesel Prices

<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

Rocky Mountain Area		Rate Schedule Basis (\$/Gallon)	
Week	Rate	Fuel \$/Gallon	Surcharge %
5/3/2021	\$3.250	\$ 2.70	0.8625%
4/26/2021	\$3.228	\$ 2.75	1.7250%
4/19/2021	\$3.232	\$ 2.80	2.5875%
4/12/2021	\$3.256	\$ 2.85	3.4500%
4/5/2021	\$3.279	\$ 2.90	4.3125%
3/29/2021	\$3.294	\$ 2.95	5.1750%
3/22/2021	\$3.317	\$ 3.00	6.0375%
3/15/2021	\$3.276	\$ 3.05	6.9000%
3/8/2021	\$3.131	\$ 3.10	7.7625%
3/1/2021	\$2.983	\$ 3.15	8.6250%
2/22/2021	\$2.856	\$ 3.20	9.4875%
2/15/2021	\$2.787	\$ 3.25	10.3500%
2/8/2021	\$2.699	\$ 3.30	11.2125%
2/1/2021	\$2.641	\$ 3.35	12.0750%
1/25/2021	\$2.613	\$ 3.40	12.9375%
1/18/2021	\$2.603	\$ 3.45	13.8000%
1/11/2021	\$2.590	\$ 3.50	14.6625%
1/4/2021	\$2.586	\$ 3.55	15.5250%
12/28/2020	\$2.588	\$ 3.60	16.3875%
12/21/2020	\$2.582	\$ 3.65	17.2500%
12/14/2020	\$2.556	\$ 3.70	18.1125%
12/7/2020	\$2.541	\$ 3.75	18.9750%
11/30/2020	\$2.540	\$ 3.80	19.8375%
10/26/2020	\$2.324	\$ 3.85	20.7000%
9/28/2020	\$2.336	\$ 3.90	21.5625%
8/31/2020	\$2.385	\$ 3.95	22.4250%
7/27/2020	\$2.342	\$ 4.00	23.2875%
6/29/2020	\$2.343	\$ 4.05	24.1500%
5/25/2020	\$2.348	\$ 4.10	25.0125%
4/27/2020	\$2.434	\$ 4.15	25.8750%
3/30/2020	\$2.592	\$ 4.20	26.7375%
2/24/2020	\$2.849	\$ 4.25	27.6000%
1/27/2020	\$2.984	\$ 4.30	28.4625%
		\$ 4.35	29.3250%
		\$ 4.40	30.1875%
		\$ 4.45	31.0500%
		\$ 4.50	31.9125%
		\$ 4.55	32.7750%
		\$ 4.60	33.6375%
		\$ 4.65	34.5000%
		\$ 4.70	35.3625%
		\$ 4.75	36.2250%
		\$ 4.80	37.0875%
		\$ 4.85	37.9500%
		\$ 4.90	38.8125%
		\$ 4.95	39.6750%
		\$ 5.00	40.5375%

Budget		Sq YD	Tons Oil	Tons Chip	Date
Chip Seal 1	\$16,183.65	19,411	34.09	298.92	June
URA	\$14,601.86	17,926	31.48	246.48	Aug
Chip Seal 2	\$21,450.73	25,728	45.19	396.21	June
Fog Seal					
		63,064.22	110.76	941.61	Total
				695.14	3/8
				246.48	5/16
Unspent	(\$52,236.24)				

Projects Cost

\$52,236.24

Adjust cost per Sq Yd for URA

Active Layer: PAVEMENT Saved Searches: 2021 URA Chip Seal

--Choose Color-- Medium

Clear Selection

Print

Email Map

Selection Style:



Search By Id



Return to Agenda

AGENDA ITEM SUMMARY

DATE: 5/10/2021 **DEPARTMENT:** PW **DEPT. HEAD SIGNATURE:** BY

SUBJECT: Motion to approve Resolution 2021-____, authorizing the Mayor to sign the Adopt A Park agreement with Sun Valley Services for mowing at Jimmy's Garden during the 2021 park season.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code HMC 12
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Sun Valley Services has adopted Jimmy's Garden since 2015, and wish to mow the garden during the 2021 park season.

These landscape companies who adopt parks provide a valuable and generous service to the community through the Adopt a Park program. Their contribution is greatly appreciated.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney	___ Finance	___ Licensing	___ Administrator
___ Library	___ Community Development	___ P&Z Commission	___ Building
___ Police	___ Fire Department	___ Engineer	___ W/WW
___ Streets	___ Parks	___ Public Works	___ Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2021-____, authorizing the Mayor to sign the Adopt A Park agreement with Sun Valley Services for mowing at Jimmy's Garden during the 2021 park season.

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record
Copies (all info.):

*Additional/Exceptional Originals to: _____
Copies (AIS only)

CITY OF HAILEY
RESOLUTION NO. 2021-__

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH SUN VALLEY
SERVICES, REGARDING THE ADOPT A PARK PROGRAM FOR JIMMY'S
GARDEN.**

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding with SUN VALLEY SERVICES, under which SUN VALLEY SERVICES will provide landscaping maintenance of the grounds at Jimmy's Garden.

WHEREAS, the City of Hailey and SUN VALLEY SERVICES have agreed to the terms and conditions of the Memorandum of Understanding, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Memorandum of Understanding between the City of Hailey and SUN VALLEY SERVICES and that the Mayor is authorized to execute the attached Agreement,

Passed this 10th day of May, 2021.

City of Hailey

Martha Burke, Mayor

ATTEST: _____

Mary Cone, City Clerk



MEMORANDUM OF UNDERSTANDING

Sun Valley Services and the CITY OF HAILEY

Adopt a Park Program for Jimmy's Garden

This Memorandum of Understanding (MOU) is entered into by Sun Valley Services (SVS) and the City of Hailey (City) this _____ day of April, 2021.

RECITALS

- A. The City is the owner of several city parks, including Jimmy's Garden, and has established a maintenance program for various city parks (Adopt a Park Program).
- B. SVS is a local landscaping company interested in making a civic contribution to the community and participating in the Adopt a Park Program, and is willing to maintain Jimmy's Garden.
- C. Subject to the terms and conditions of this MOU, the City and SVS wish to coordinate their activities in the Adopt a Park Program to better provide service to the citizens of Hailey, to avoid duplication of effort by agencies, to implement activities consistent with purposes and policies of the City of Hailey and to promote the civic good will of SVS.

DUTIES AND RESPONSIBILITIES

SVS shall:

1. Mow and trim once a week on Mondays.
2. Perform spring and fall clean-up maintenance as needed, including turf maintenance.
3. Oversee the health of the turf of Jimmy's Garden and report any problems, including irrigation system malfunction, drainage problems, disease problems, damage or vandalism to Stephanie Cook 788-9830 ext. 31 stephanie.cook@haileycityhall.org.
4. Carry no less than one million dollars of liability insurance and provide a copy of the policy to the city.
5. Be solely responsible for payment of payroll and withholding taxes, workers compensation insurance, unemployment insurance, health insurance and retirement benefits for its employees.
6. Submit monthly invoices to the City documenting SVS' contribution.

City shall:

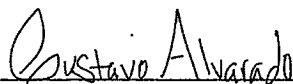
1. Maintain all park equipment and buildings.
2. Adjust the irrigation system and clocks as needed to maintain a healthy park without puddles or standing water, and without dry and under-watered areas. Comply with Hailey's irrigation rules by irrigating at night on odd numbered calendar days.

3. Prune trees when needed.
4. Empty all garbage.
5. Apply fertilizers and herbicides as needed to maintain health of the park.
6. Post notice of intent to apply fertilizer or herbicide prior to application.
7. Close area to the public prior to treating with fertilizer or herbicides.
8. Give prior notices of organized park activities to Gustavo Alvarado 481-0612
gustavo@sunvalleyservicesidaho.com
9. Inspect the park periodically for damage caused by heavy use.
10. Provide a 2' x 3' foot sign at the entrance to the park with the SVS logo, Silver Leaf Adopter status, and contact information. In the event of a park co-adopter, the sign will be shared with SVS and the co-adopter on the same 2' x 3' sign.
11. Run a one-time ¼ page thank you ad in the Mountain Express with logo (all adopters in one ad); include the same ad in the City newsletter.
12. Publish one City newsletter article (all adopters in one article).
13. Publish logo listing in City newsletter and on City website June through October.
14. Publish logo listing in Adopt a Park Program guide.
15. Provide two no-fee park reservations for SVS company events.

SVS and the City shall:

1. Meet at least once a month during the season as scheduling allows, for ongoing review of activities and adequacy of the terms of this MOU.
2. Inform one another of significant maintenance developments and public events in the maintained area.
3. Cooperate on joint projects and additional activities when possible.
 - A. SVS shall perform labor for agreed upon cooperative projects at a \$35/hour rate, and provide an invoice to City for such costs.
 - B. City shall provide supplies and materials to agreed upon projects.
 - C. City shall produce a purchase order for supplies and materials.

SVS and the City will review this MOU one year after signing to determine adequacy. If it is determined that continuing this arrangement is in the best interest of the public and the parties, this MOU may be revised if appropriate and renewed. If this MOU is determined not to meet the needs of the parties and the best interests of the public, either party can terminate it with 30 advance days written notice.



Sun Valley Services, Gustavo Alvarado

4/16/21

Date

Mayor, City of Hailey

Date

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 5/10/2021 **DEPARTMENT:** PW **DEPT. HEAD SIGNATURE:** BY

SUBJECT: Motion to approve Resolution 2021-___, authorizing the Mayor to sign the Adopt A Park agreement with G&G Landscaping and Snow Removal for mowing at Kiwanis Park during the 2021 park season.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code HMC 12
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

G&G Landscaping adopted Kiwanis Park in 2016 and wish to continue their adoption efforts by mowing and maintaining Kiwanis Park during the 2021 park season.

These landscape companies who adopt parks provide a valuable and generous service to the community through the Adopt a Park program. Their contribution is greatly appreciated.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney	___ Finance	___ Licensing	___ Administrator
___ Library	___ Community Development	___ P&Z Commission	___ Building
___ Police	___ Fire Department	___ Engineer	___ W/WW
___ Streets	___ Parks	___ Public Works	___ Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2021-___, authorizing the Mayor to sign the Adopt A Park agreement with G&G Landscaping and Snow Removal for mowing at Kiwanis Park during the 2021 park season.

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record
Copies (all info.):

*Additional/Exceptional Originals to: _____
Copies (AIS only)

**CITY OF HAILEY
RESOLUTION NO. 2021-___**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH G&G
LANDSCAPING AND SNOW REMOVAL REGARDING THE ADOPT A PARK
PROGRAM FOR KIWANIS PARK.**

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding with G&G LANDSCAPING under which G&G LANDSCAPING will provide landscaping maintenance of the grounds at Kiwanis Park.

WHEREAS, the City of Hailey and G&G LANDSCAPING have agreed to the terms and conditions of the Memorandum of Understanding, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Memorandum of Understanding between the City of Hailey and G&G LANDSCAPING and that the Mayor is authorized to execute the attached Agreement,

Passed this 10th day of May, 2021.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk



MEMORANDUM OF UNDERSTANDING

G&G Landscaping and Snow Removal and the CITY OF HAILEY

Adopt a Park Program for Kiwanis Park

This Memorandum of Understanding (MOU) is entered into by G&G Landscaping and Snow Removal (G&G) and the City of Hailey (City) this _____ day of March, 2021.

RECITALS

- A. The City is the owner of several city parks, including Kiwanis Park, and has established a maintenance program for various city parks (Adopt a Park Program).
- B. G&G is a local landscaping company interested in making a civic contribution to the community and participating in the Adopt a Park Program, and is willing to maintain Kiwanis Park.
- C. Subject to the terms and conditions of this MOU, the City and G&G wish to coordinate their activities in the Adopt a Park Program to better provide service to the citizens of Hailey, to avoid duplication of effort by agencies, to implement activities consistent with purposes and policies of the City of Hailey and to promote the civic good will of G&G.

DUTIES AND RESPONSIBILITIES

G&G shall:

1. Mow and trim once a week on **Mondays**.
2. Blow out the sprinkler system at the end of the irrigation season before October 15, under city oversight.
3. Apply a fertilizer at least twice a year as needed, using chemicals and products provided by the City of Hailey.
4. Notify City of Hailey two weeks in advance of intent to fertilize.
5. Post notices (signs) provided by City of Hailey of intent to apply fertilizer prior to application.
6. Close area to the public prior to treating with fertilizer.
7. Oversee the health of the vegetation of Kiwanis Park and report any problems, including irrigation system malfunction, drainage problems, diseased vegetation, damage or vandalism to Stephanie Cook 788-9830 ext. 31 stephanie.cook@haileycityhall.org.
8. Carry no less than one million dollars of liability insurance and provide a copy of the policy to the city.
9. Be solely responsible for payment of payroll and withholding taxes, workers compensation insurance, unemployment insurance, health insurance and retirement benefits for its employees.

City shall:

1. Maintain all playground equipment and buildings.
2. Adjust the irrigation system and clocks as needed to maintain a healthy park without puddles or standing water, and without dry and under-watered areas. Comply with Hailey's irrigation rules by irrigating at night on odd numbered calendar days.
3. Prune trees when needed.
4. Empty all garbage and dog pots, and clean bathrooms.
5. Give prior notices of organized park activities to Jose Guerrero 720-9781, guerreroslandscaping@yahoo.com.
6. Inspect the park after each major event for damage caused by the event.
7. Provide fertilizer to G&G for application at agreed upon times.
8. Provide notices and MSDS information to G&G to be posted at treated site.
9. Provide a 2' x 3' foot sign at the entrance to the park with the G&G logo, Silver Leaf Adopter status, and contact information.
10. Run a one-time ¼ page thank you ad in the Mountain Express with logo (all adopters in one ad); include the same ad in the City newsletter.
11. Publish one City newsletter article (all adopters in one article).
12. Publish logo listing in City newsletter and on City website May through October.
13. Publish logo listing in Adopt a Park Program guide.
14. Provide two no-fee park reservations for G&G company events.

G&G and the City shall:

1. Meet at least once a month during the season as scheduling allows, for ongoing review of activities and adequacy of the terms of this MOU.
2. Inform each other of significant maintenance developments and public events in the maintained area.
3. Cooperate on joint projects and additional activities when possible.
 - A. G&G shall perform labor for agreed upon cooperative projects at a \$55/hour rate, and provide an invoice to City for such costs.
 - B. City shall provide supplies and materials to agreed upon projects.
 - C. City shall produce a purchase order for supplies and materials.

G&G and the City will review this MOU one year after signing to determine adequacy. If it is determined that continuing this arrangement is in the best interest of the public and the parties, this MOU may be revised if appropriate and renewed. If this MOU is determined not to meet the needs of the parties and the best interests of the public, either party can terminate it with 30 advance days written notice.



G&G Landscaping and Snow Removal

Mayor, City of Hailey

4/2/21

Date

4/2/21

Date

Return to Agenda

CITY OF HAILEY
RESOLUTION NO. 2021-__

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH KEETER
WOOD PRODUCTS, LLC DBA SAWTOOTH WOOD PRODUCTS (SAWTOOTH
WOOD PRODUCTS), REGARDING THE ADOPT A PARK PROGRAM FOR
MCKERCHER PARK.**

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding with SAWTOOTH WOOD PRODUCTS, under which SAWTOOTH WOOD PRODUCTS will provide mowing of the grounds at McKercher Park.

WHEREAS, the City of Hailey and SAWTOOTH WOOD PRODUCTS have agreed to the terms and conditions of the Memorandum of Understanding, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Memorandum of Understanding between the City of Hailey and SAWTOOTH WOOD PRODUCTS and that the Mayor is authorized to execute the attached Agreement,

Passed this 10th day of May, 2021.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk



MEMORANDUM OF UNDERSTANDING

Sawtooth Wood Products and the CITY OF HAILEY

Adopt a Park Program for McKercher Park

This Memorandum of Understanding (MOU) is entered into by Keeter Wood Products, LLC dba Sawtooth Wood Products (Sawtooth) and the City of Hailey (City) this 20th day of April, 2021.

RECITALS

A. The City is the owner of several city parks, including McKercher Park, and has established a maintenance program for various city parks (Adopt a Park Program).

B. **Sawtooth** is a local wood products and equipment company interested in making a civic contribution to the community and participating in the Adopt a Park Program, and is willing to provide an autonomous mower to maintain McKercher Park. Sawtooth desires to demonstrate and promote the effectiveness of robotic mowers, and intends to utilize the STIHL iMOW RMI 632PCL in its maintenance of the adopted park.

C. Subject to the terms and conditions of this MOU, the City and **Sawtooth** wish to coordinate their activities in the Adopt a Park Program to better provide service to the citizens of Hailey, to avoid duplication of effort by agencies, to implement activities consistent with purposes and policies of the City of Hailey and to promote the civic good will of Sawtooth.

DUTIES AND RESPONSIBILITIES

Sawtooth shall:

1. Mow on a continuous basis, as needed, to demonstrate the efficiency and effectiveness of the promoted robotic mower.
2. Carry no less than one million dollars of liability insurance and provide a copy of the policy to the city.
3. Be solely responsible for payment of payroll and withholding taxes, workers compensation insurance, unemployment insurance, health insurance and retirement benefits for its employees.
4. Submit monthly invoices to the City documenting Sawtooth's contribution.
5. Hold the City harmless and assume all liability for its acts and/or omissions relating to the duties it is herein agreeing to carry out on behalf of the city, and for its own purposes.

City shall:


1. Maintain all playground equipment and buildings.

2. Adjust the irrigation system and clocks as needed to maintain a healthy park without puddles or standing water, and without dry and under-watered areas. Comply with Hailey's irrigation rules by irrigating at night on odd numbered calendar days.
3. Prune trees, bushes and flowers when needed.
4. Empty all garbage and dog pots, and clean bathrooms.
5. Inspect the park after each major event for damage caused by the event.
6. Provide a 2' x 3' foot sign at the entrance to the park with the Sawtooth logo and contact information.
7. Publish an 8.5" x 11" company profile with logo and photos in the City newsletter and equivalent on the City website.
8. Run a one-time ¼ page thank you ad in the Mountain Express with logo (all adopters in one ad); include the same ad in the City newsletter.
9. Publish one City newsletter article (all adopters in one article).
10. Publish logo listing in City newsletter and on City website June through October.
11. Publish logo listing in Adopt a Park Program guide.
12. Provide three no-fee park reservations for Sawtooth company events.

Sawtooth and the City shall:

1. Meet at least once a month during the season as scheduling allows, for ongoing review of activities and adequacy of the terms of this MOU.
2. Inform each other of significant maintenance developments and public events in the maintained area.
3. Cooperate on joint projects and additional activities when possible.
 - A. Sawtooth shall perform labor for agreed upon cooperative projects at a rate to be determined, and provide an invoice to City for such costs.
 - B. City shall provide supplies and materials to agreed upon projects.
 - C. City shall produce a purchase order for supplies and materials.

Sawtooth and the City will review this MOU one year after signing to determine adequacy. If it is determined that continuing this arrangement is in the best interest of the public and the parties, this MOU may be revised if appropriate and renewed. If this MOU is determined not to meet the needs of the parties and the best interests of the public, either party can terminate it with 30 advance days written notice.



 Keeter Wood Products, LLC dba Sawtooth

4/20/21

 Date

 Mayor, City of Hailey

 Date

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/10/21

DEPARTMENT: Public Works

DEPT. HEAD SIGNATURE: BY

SUBJECT: Resolution 2021-____, authorizing execution of a Special Event Agreement with the Sawtooth Brewery for Riverfest at Hop Porter Park on July 4, 2021.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Sawtooth Brewery would like to hold Riverfest. This event will be on July 4th from 1:00 pm until 6:00 pm and take place at Hop Porter Park. This family-friendly event will include live music, games, food and beer.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments: _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input checked="" type="checkbox"/> City Administrator	<input type="checkbox"/> Library	<input type="checkbox"/> Benefits Committee
<input checked="" type="checkbox"/> City Attorney	<input type="checkbox"/> Mayor	<input type="checkbox"/> Streets
<input type="checkbox"/> City Clerk	<input type="checkbox"/> Planning	<input type="checkbox"/> Treasurer
<input type="checkbox"/> Building	<input type="checkbox"/> Police	_____
<input type="checkbox"/> Engineer	<input checked="" type="checkbox"/> Public Works	_____
<input type="checkbox"/> Fire Dept.	<input type="checkbox"/> P & Z Commission	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Resolution 2021-____, authorizing execution of a Special Event Agreement with the Sawtooth Brewery for Riverfest at Hop Porter Park on July 4, 2021.

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record
Copies (all info.): _____
Instrument # _____

*Additional/Exceptional Originals to: _____
Copies (AIS only)

DECISION

Based on the Application for a Special Event Permit for RiverFest, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

Standard Conditions

- a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.
- b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).
- c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification and other provisions immediately upon the approval of the application for the Special Events Permit.
- d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.
- e. A supporting application is on file and shall be complied with.

Additional Conditions

- a. Certificate of Liability Insurance in the amount of \$1,000,000 naming the City of Hailey as additionally insured.
- b. Beverage Catering permit must be approved prior to the event.

DATED this 10th day of May, 2021.

CITY OF HAILEY

By: _____
Martha Burke, its Mayor

ATTEST:

Mary Cone, City Clerk

CITY OF HAILEY ■ 115 MAIN ST. S., SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221

SPECIAL EVENT AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for RiverFest (Sunday, July 4th, 2021 from 1:00 p.m. to 6:00 p.m.), plus specified set up and teardown time) ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 10th day of May, 2021.

APPLICANT:

By: 

Kevin D Jones, Bus Director
(please sign and print name and title, if applicable)

CITY OF HAILEY:

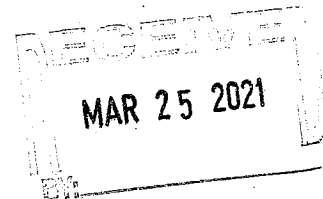
By: _____

Martha Burke, its Mayor

ATTEST: _____

Mary Cone, its City Clerk

CITY OF HAILEY ■ 115 MAIN ST. S., SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221



SPECIAL EVENT PERMIT APPLICATION

EVENT NAME: River-fest

LOCATION FOR EVENT (Be specific - i.e., Hop Porter Park, all of 1st Avenue between Walnut and Pine, 115 Main St. S.):
 Public Property Private Property Hop Porter Park

I. EVENT SCHEDULE: Special Events are limited to four days, including set-up and tear-down days. No more than eight events per calendar year can be conducted by a single party or organization, unless a modification is granted by the City Council.

Date(s) of Event	Hours		Estimated # of Attendees
<u>July 4</u>	Start Time: <u>1pm</u>	End Time: <u>6pm</u>	All Day: <u>450</u>
	Start Time:	End Time:	All Day:
Date(s) of Set-up/Tear-down	Hours		Estimated # Staff
<u>July 4</u>	Start Time: <u>12pm</u>	End Time: <u>7pm</u>	<u>5</u>
	Start Time:	End Time:	

II. FEES

Special Event Permit Application Fee \$125 125
Per Day Park Rental Fee \$300 300

Events that meet both of the following criteria may be exempted from Park Rental Fee by resolution of the City Council:

- Non-profit event that is held annually within the City of Hailey for at least ten consecutive years and consistently draw large numbers of participants and spectators. Tax Exempt #: _____
- Promoted locally and regionally within the state and the northwest.

Tax (on park rental fees only) 6% ~~2023~~ 18
~~443~~ 443

III. ORGANIZATION INFORMATION:

Sponsoring Organization: Sawtooth Brewery
Applicant's Name: Kevin Jones Title: Co-owner
Address: 110 N. River St. City: Hailey State: ID Zip: 83333
Telephone Home: 208 788 3213 Mobile: 208 4509324 FAX: _____
Applicant Driver's License #: _____ Email: Kevin@Sawtoothbrewery.com

IV. EVENT INFORMATION:

New Event: Yes _____ No X Annual Event: Yes X No _____ Years in Operation 11
Event Category: Commercial Noncommercial
Estimate of Gross Ticket Sales & Revenues (commercial event only): 2000
Description of Event: Music in the park, family lawn games, food truck + beer/gogs - beer

Updated: 1/15/2021

V. INSURANCE REQUIREMENTS: A COMPREHENSIVE GENERAL LIABILITY Insurance policy must be maintained with coverage of not less than \$1,000,000.00 combined single limit per occurrence. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage which the City may carry. **A certificate naming the City of Hailey, Blaine County, Idaho as additional insured shall be delivered to the City of Hailey with this application.** The adequacy of all insurance required by these provisions shall be subject to approval by the City Clerk. Failure to maintain any insurance coverage required by this agreement shall be cause for immediate termination of the application.

Insurance Company: SV Insurance Agent Name: Dan Patliffe Phone: 208-720-
5634

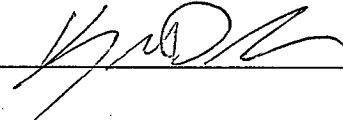
SPECIAL EVENT ACTIVITIES PLANNED

It is the sole responsibility of the Applicant to coordinate activities planned. All event materials and related items are to be furnished by the applicant unless arrangements are made prior to the event (*Additional fees may apply).

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
	X	Street Closures & Access / Parade (if yes) · Street Closure for Special Event Application and detailed map listing areas of closure are required. <i>An ITD permit and separate City form is required for Main Street Closures.</i> · Your Event Coordinator is required to have the Notification Certification completed by all affected businesses, churches, schools and neighborhoods.	X		Alcohol Served or Sold: Requires Alcohol Beverage Catering Permit (Hailey Code 5.13) Provider - <i>Sawtooth</i>
		Barricades If yes, please include a logistics map and # of barricades applicant is providing.	X		Food/Beverages (Caterers) Please List: <i>KB's</i> <i>one more TBD</i> <i>Sawtooth</i>
		Police/Traffic Control Services (A security plan is necessary for Special Events anticipated to attract 250 or more participants while serving beer, wine or liquor or for street closures.) *Police Officers may be required for events serving alcohol. Applicant will be charged \$40/hr. per officer.	X		Booths: Profit / Non-Profit <i>Wood River Land Trust</i>
	X	Barricades If yes, please include a logistics map and # of barricades applicant is providing.			Vendors (Items sold/ Solicitation) Please list:
	X	Police/Traffic Control Services (A security plan is necessary for Special Events anticipated to attract 250 or more participants while serving beer, wine or liquor or for street closures.) *Police Officers may be required for events serving alcohol. Applicant will be charged \$40/hr. per officer.			Vendors (Items sold/ Solicitation) Please list: Canopies/Tents/Temporary Structures - City of Hailey Fire Department, Fire Code Enforcement may require a permit for tents, canopies, membrane, or temporary structures over 400 sq. ft. Sizes _____
		Electricity / Generators: Size: _____ Medical Services (Circle) EMT - Standby (or) Ambulance *Determination of EMS services is dependent on event size & type. Applicant will be charged \$35/hr. for EMS Standby.			Signs or Banners *A separate application and fee are required for street banners.

Yes No			No		
		Electricity / Generators: Size: _____			Portable Toilets / Wash Stations: (Please provide one (1) permanent or portable toilet per 100 people) *Contact Clear Creek Disposal for ordering: 208-726-9600
		Medical Services (Circle) EMT - Standby (or) Ambulance *Determination of EMS services is dependent on event size & type. Applicant will be charged \$35/hr. for EMS Standby.	#	#	Portable Toilets / Wash Stations: (Please provide one (1) permanent or portable toilet per 100 people) *Contact Clear Creek Disposal for ordering: 208-726-9600 Sanitation: Trash bins, Dumpsters, recycle (Please provide one (1) six-yard dumpster per 500 people) *Contact Clear Creek Disposal for ordering: 208-726-9600
		Amplified Sound — (90) dB maximum and sound may only be amplified between the hours of 10am and 10pm.	# 1	# 4	
	X	Overnight Camping Please see City for designated areas. Lighting: please attach plan if applicable.	X		Water: Drinking / Washing — <i>aluminum canned drinking water</i> (Please note that all Petroleum based plastics intended for disposal after single use, including products made from extruded polystyrene or similar materials, but not including products made of "bio-plastic" (plastics made from plant walls, exoskeletons of crustaceans/insects, potatoes, sugarcane, bark, or other organic, compostable material that is readily capable of decomposing into its nutrient bearing elements) are prohibited.
	X	Overnight Camping Please see City for designated areas.		X	Open flame or flame producing devices
	X	Gray Water Barrel / Grease Barrel			
					Open flame or flame producing devices Stages: (Number and Size(s)) <i>qty 1 10' x 20'</i>

Your Event Organizer is responsible for providing a complete list of event activities including a list of suppliers providing services. An event logistics map is required, detailing the location for all road closures, event set up, canopies, stages, vendors, booths, and any other major services or activities planned. I hereby certify that I have read and will abide by the laws, rules and regulations set forth by the City of Hailey, Blaine County, and the State of Idaho, and in signing this application, I hereby agree that I and the organization I represent, shall hold the City of Hailey and all of its agents or employees free and blameless from any claim, liability or damage which may arise from use of City facilities or equipment, whether or not the City of Hailey, its agents or employees are jointly negligent. I further agree to promptly reimburse the City of Hailey and all of its agents for any clean up loss or damage to City property resulting from this use, as well as permitting, staffing, equipment use/rental, property use/rental, clean up, inspections involving the use of public property, public employees or public equipment for the Special Event.

Event Organizer's Signature:  Date: 3/25/21

COVID Plan for City of Hailey

Event: RiverFest

Date: July 4, 2021

Location: Hop Porter Park

See attached for size of park and 6' distancing. We anticipate being able to host 2,500 people and maintaining 6' distancing.

All vendors will be required to use masks while working and interacting with the public. The public will be required to wear a mask while in line, ordering, waiting for their order and moving from their sitting/standing spot to any other location. Basically the public will be asked to be masked when not eating/drinking or in their own social circle.

We will have signage posted as seen below to remind the public.



We anticipate a large percentage of Blaine County residents to be 2 weeks past being fully vaccinated by the date of the event. Visitors from out of the area should be in a similar vaccinated state. Being an outdoor event the possibility of spread by air transmission will be very low.

Thanks

Kevin Jones

Sawtooth Brewery

208-450-9324

kevin@sawtoothbrewery.com

Hop Porter Park approximate size is 100,000 sf. According to banquettablespro.com we should be able to keep a 6' distance with 2,500 people. We anticipate only seeing a maximum of 1,000 people so distancing should not be an issue.

For food and beer lines we will have them distanced apart and encourage distancing within the line. Foot traffic will be as follows on the map. We will be serving beer in the corner as noted and customers will be required to stay within the park with containers. We will be ID-ing the line and hand stamping those that are of age.

Banquet Tables Pro

Call: 466-677-227
M-F 9am-5pm EST
Fax: 466-112-1718

Search

Social Distancing Room Space & Capacity Calculator

How many square feet do you have?

How many people do you have?

Feet Apart	# of People	Space Required
6 Feet Apart	2,500	50,000
7 Feet Apart	1,600	100,500
8 Feet Apart	1,250	100,000
12 Feet Apart	2,500	500,000

Social Distancing Room Space Calculator

Our calculator works 2 ways, by the number of people required or room size.

Calculate how many people can fit in a room.

Calculate the room size needed for a specific number of people.

Our calculator returns 4 results.

Which results should I use?

What else should be taken into account?

Sustainability Plan for City of Hailey

Event: Party in the Park

Date: July 4, 2021

Location: Hop Porter Park

Vendors: Sawtooth Brewery Outpost Food Trailer and Beer Garden, KB's Food Truck

Items Sold: Handheld food items (burgers, brats, burritos), beer and wine

All vendors will be prohibited from using single use plastics per City of Hailey Ordinance 1259, Section 12.14.030. Vendors will only use compostable wrapping/serving items including but not limited to: napkins, serving food boats, wrapping, and souffle cups for condiments.

There will be 6 compostable disposal bins located by the vendors and behind tables as necessary to ensure only compostable materials are deposited in them. If non-compostable materials enter the lot then the whole load must be dumped or separated so policing this is critical. The bags in the bins are compostable and will be emptied into a 6 yard dumpster in the SW corner of the park on the dirt parking area. The dumpster will be lockable so that non-compostable trash is not put inside of it. This dumpster will be dropped off Friday morning and picked up Monday morning.

There will be an additional 3 boxes for aluminum recycling placed around the park for any foil wrapping and public use.

City trash cans will not be required by the vendors but may be used by general public bringing their own materials in.

We will have 4 porta potties, 1 ADU porta pottie and 2 hand sanitizer stations.

Thanks

Kevin Jones

Sawtooth Brewery

208-450-9324

kevin@sawtoothbrewery.com

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/10/2021 DEPARTMENT: PW DEPT. HEAD SIGNATURE: BY

SUBJECT:

Motion to approve Resolution 2021-____, authorizing the Mayor to sign a special event agreement with the Wood River Farmers Market, to be held at McKercher Park, June 12, 2021 through September 25, 2021, from 9:00 a.m. to 1:00 p.m.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Wood River Farmer's Market has requested to hold the Hailey Farmer's Market in the smaller grass area of McKercher Park, near the highway, June 12, 2021 through September 25, 2021, from 9:00 a.m. to 1:00 p.m.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments: _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> City Administrator | <input type="checkbox"/> Library | <input type="checkbox"/> Benefits Committee |
| <input type="checkbox"/> City Attorney | <input type="checkbox"/> Mayor | <input checked="" type="checkbox"/> Streets |
| <input type="checkbox"/> City Clerk | <input checked="" type="checkbox"/> Planning | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Building | <input checked="" type="checkbox"/> Police | _____ |
| <input type="checkbox"/> Engineer | <input checked="" type="checkbox"/> Public Works, Parks | _____ |
| <input checked="" type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2021-____, authorizing the Mayor to sign a special event agreement with the Wood River Farmers Market, to be held at McKercher Park, June 12, 2021 through September 25, 2021, from 9:00 a.m. to 1:00 p.m.

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____ Dept. Head in Attendance at Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record *Additional/Exceptional Originals to: _____
Copies (all info.): _____ Copies (AIS only) _____
Instrument # _____

DECISION

Based on the Application for a Special Event Permit for the Wood River Farmer's Market Association to hold the Hailey Farmer's Market, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

Standard Conditions

- a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.
- b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).
- c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification and other provisions immediately upon the approval of the application for the Special Events Permit.
- d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.
- e. A supporting application is on file and shall be complied with.

Additional Conditions

- a. Certificate of Liability Insurance in the amount of \$1,000,000 naming the City of Hailey as additionally insured.
- b. Beverage Catering permit must be approved prior to the event.

DATED this 10th day of May, 2021.

CITY OF HAILEY

By: _____
Martha Burke, its Mayor

ATTEST:

Mary Cone, City Clerk

CITY OF HAILEY ■ 115 MAIN ST. S., SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221

SPECIAL EVENT AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the Wood River Farmer's Market Association to hold the Hailey Farmer's Market (Saturday's, June 12th, 2021, through September 25th, 2021, from 9:00 a.m. to 1:00 p.m.), plus specified set up and teardown time) ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 10th day of May, 2021.

APPLICANT:

By: Katya Zubia
Katya Zubia - WRFMA Board of Directors
(please sign and print name and title, if applicable) president

CITY OF HAILEY:

By: _____
Martha Burke, its Mayor

ATTEST: _____
Mary Cone, its City Clerk

CITY OF HAILEY ■ 115 MAIN ST. S. SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221



SPECIAL EVENT PERMIT APPLICATION

EVENT NAME [Wood River Farmers Market Association] Hailey Farmers Market

LOCATION FOR EVENT (Be specific - i.e., Hop Porter Park, all of 1st Avenue between Walnut and Pine, 115 Main St. S.):

Public Property Private Property

Roberta McKeercher Park ("grassy island")

I. EVENT-SCHEDULE: Special Events are limited to four days, including set-up and tear-down days. No more than eight events per calendar year can be conducted by a single party or organization, unless a modification is granted by the City Council.

Table with 3 columns: Date(s) of Event, Hours, Estimated # of Attendees. Rows include event dates (every Saturday June 12 - Sept 25) and set-up/tear-down times (7am-2:30pm).

II. FEES

Special Event Permit Application Fee \$125 Per Day Park Rental Fee \$300

Events that meet both of the following criteria may be exempted from Park Rental Fee by resolution of the City Council:

- Non-profit event that is held annually within the City of Hailey for at least ten consecutive years and consistently draw large numbers of participants and spectators.
Promoted locally and regionally within the state and the northwest.

Tax (on park rental fees only) 6%

TOTAL DUE

III. ORGANIZATION INFORMATION:

Sponsoring Organization: Wood River Farmers Market Association (WRFMA)
Applicant's Name: Kati Zubia Title: Board President
Address: 19 Glendale Rd City: Bellevue State: ID Zip: 83313
Telephone Home: Mobile: 208-721-1562 FAX:
Applicant Driver's License #: Email: wrfarmersmarket@gmail.com

IV. EVENT INFORMATION:

New Event: Yes No X Annual Event: Yes X No Years in Operation 20+

Event Category: Commercial Noncommercial

Estimate of Gross Ticket Sales & Revenues (commercial event only):

Description of Event: Community farmers market where local vendors sell their wares (fresh produce, meats, dairy products, baked goods & crafts) Prepared foods will also be available.

V. INSURANCE REQUIREMENTS: A COMPREHENSIVE GENERAL LIABILITY Insurance policy must be maintained with coverage of not less than \$1,000,000.00 combined single limit per occurrence. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage which the City may carry. **A certificate naming the City of Hailey, Blaine County, Idaho as additional insured shall be delivered to the City of Hailey with this application.** The adequacy of all insurance required by these provisions shall be subject to approval by the City Clerk. Failure to maintain any insurance coverage required by this agreement shall be cause for immediate termination of the application.

(same as last year)

Insurance Company: _____ Agent Name: _____ Phone: _____

SPECIAL EVENT ACTIVITIES PLANNED

It is the sole responsibility of the Applicant to coordinate activities planned. All event materials and related items are to be furnished by the applicant unless arrangements are made prior to the event (*Additional fees may apply).

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
	X	Street Closures & Access / Parade (if yes) · Street Closure for Special Event Application and detailed map listing areas of closure are required. <i>An ITD permit and separate City form is required for Main Street Closures.</i> · Your Event Coordinator is required to have the Notification Certification completed by all affected businesses, churches, schools and neighborhoods.	X		Alcohol Served or Sold: Requires Alcohol Beverage Catering Permit (Hailey Code 5.13) Provider - <i>(Indiv. vendors carry their own certifications)</i>
		Barricades If yes, please include a logistics map and # of barricades applicant is providing.	X		Food/Beverages (Caterers) Please List:
		Police/Traffic Control Services (A security plan is necessary for Special Events anticipated to attract 250 or more participants while serving beer, wine or liquor or for street closures.) *Police Officers may be required for events serving alcohol. Applicant will be charged \$40/hr. per officer.	X		Booths: Profit / Non-Profit: <i>Both</i>
	X	Barricades If yes, please include a logistics map and # of barricades applicant is providing.	X		Vendors (Items sold/ Solicitation) Please list: <i>local produce, flowers, meats, dairy, baked goods + crafts</i>
	X	Police/Traffic Control Services (A security plan is necessary for Special Events anticipated to attract 250 or more participants while serving beer, wine or liquor or for street closures.) *Police Officers may be required for events serving alcohol. Applicant will be charged \$40/hr. per officer.			Vendors (Items sold/ Solicitation) Please list: Canopies/Tents/Temporary Structures - City of Hailey Fire Department, Fire Code Enforcement may require a permit for tents, canopies, membrane, or temporary structures over 400 sq. ft. <i>each vendor will provide their own (1 or 2) 10x10 canopies</i> Sizes <i>A few vendors</i>
		Electricity / Generators: Size: _____ Medical Services (Circle) EMT - Standby (or) Ambulance *Determination of EMS services is dependent on event size & type. Applicant will be charged \$35/hr. for EMS Standby.	X		<i>will have 10x20 trailers (or smaller)</i> Signs or Banners *A separate application and fee are required for street banners.

X		Electricity / Generators: Size: _____	ADA	Regular	Portable Toilets / Wash Stations: (Please provide one (1) permanent or portable toilet per 100 people) *Contact Clear Creek Disposal for ordering: 208-726-9600
	X	Medical Services (Circle) EMT - Standby (or) Ambulance *Determination of EMS services is dependent on event size & type. Applicant will be charged \$35/hr. for EMS Standby.	#	#	Portable Toilets / Wash Stations: (Please provide one (1) permanent or portable toilet per 100 people) *Contact Clear Creek Disposal for ordering: 208-726-9600
		Amplified Sound- (90) dB maximum and sound may only be amplified between the hours of 10am and 10pm.	#	#	Sanitation: Trash bins, Dumpsters, recycle (Please provide one (1) six-yard dumpster per 500 people) *Contact Clear Creek Disposal for ordering: 208-726-9600
	X	Overnight Camping Please see City for designated areas. Lighting: please attach plan if applicable.	X		Water: Drinking / Washing (Please note that all Petroleum based plastics intended for disposal after single use, including products made from extruded polystyrene or similar materials, but not including products made of "bio-plastic" (plastics made from plant walls, exoskeletons of crustaceans/insects, potatoes, sugarcane, bark, or other organic, compostable material that is readily capable of decomposing into its nutrient bearing elements) are prohibited.
	X	Overnight Camping Please see City for designated areas.	X		Open flame or flame producing devices
	X	Gray Water Barrel / Grease Barrel			Propane grill(s) - vendor(s) in compliance w/ fire code
					Open flame or flame producing devices Stages: (Number and Size(s))

Your Event Organizer is responsible for providing a complete list of event activities including a list of suppliers providing services. An event logistics map is required, detailing the location for all road closures, event set up, canopies, stages, vendors, booths, and any other major services or activities planned. I hereby certify that I have read and will abide by the laws, rules and regulations set forth by the City of Hailey, Blaine County, and the State of Idaho, and in signing this application, I hereby agree that I and the organization I represent, shall hold the City of Hailey and all of its agents or employees free and blameless from any claim, liability or damage which may arise from use of City facilities or equipment, whether or not the City of Hailey, its agents or employees are jointly negligent. I further agree to promptly reimburse the City of Hailey and all of its agents for any clean up loss or damage to City property resulting from this use, as well as permitting, staffing, equipment use/rental, property use/rental, clean up, inspections involving the use of public property, public employees or public equipment for the Special Event.

Event Organizer's Signature: Atubia Date: 4/10/21

Wood River Farmers Market Association- Hailey Farmers Market

COVID Modifications

The Wood River Farmers Market Association is fully aware that certain modifications will need to be made to be in compliance with necessary COVID regulations. WRFMA implanted several modifications for our 2020 season and we were able to hold a safe and successful market for both vendors and customers.

The Hailey Farmers Market will be fully held outside which allows customers and vendors ample room to spread out and social distance. WRFMA will enforce mask/face covering mandates for both vendors and customers when 6 ft social distance is not available. Signage will be placed throughout market encouraging customers to social distance and wear their mask when necessary. Vendor booths will be placed at least 6 ft apart to allow for further social distancing. WRFMA and some vendors will provide hand sanitizer to customers.

Wood River Farmers Market- Hailey Farmers Market

Environmental Resiliency Plan

The Wood River Farmers Market Association (WRFMA) agrees to be in full compliance with the environmental resiliency requirements set forward by the City of Hailey. WRFMA will not allow its vendors to sell products packaged in single-use plastics. Paper and compostable materials are always encouraged by WRFMA.

WRFMA will also provide recycling containers to vendors and customers. WRFMA will be responsible for maintaining these containers. WRFMA only allows local (regional) vendors to sell their wares at our market. Products must be 100% grown, produced, made by the vendors themselves. Resale of any kind is not allowed.

Legend

- 📍 Airport Inn
- 📍 Roberta M

Roberta Mc Kercher Park

Coastal St

arket

10011



Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/10/2021

DEPARTMENT: Admin

DEPT. HEAD SIGNATURE: HD

SUBJECT:

Motion to ratify city officials signature on two new LGIP accounts established at the State Investment Pool. **ACTION ITEM**

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

State Investment Pool accounts are used to hold funds in a safe and continuous manner. See attached.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

- | | | |
|---|--|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library | <input type="checkbox"/> Benefits Committee |
| <input type="checkbox"/> City Attorney | <input type="checkbox"/> Mayor | <input type="checkbox"/> Streets |
| <input type="checkbox"/> City Clerk | <input type="checkbox"/> Planning | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Building | <input type="checkbox"/> Police | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Engineer | <input type="checkbox"/> Public Works, Parks | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | <input type="checkbox"/> _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to ratify city officials signature on two new LGIP accounts established at the State Investment Pool. **ACTION ITEM**

ACTION OF THE CITY COUNCIL:

Date : _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record
Copies (all info.): _____
Instrument # _____

*Additional/Exceptional Originals to: _____
Copies (AIS only)



LGIP
Local Government Investment Pool

Julie A. Ellsworth
Idaho State Treasurer
Idaho State Treasurer's Office

ADDITIONAL FUNDS APPLICATION

The completed form can be faxed, scanned and emailed or mailed to the address below.

This information is approved by this public agency's governing board (and must be signed by a member of the board, other than the contact person listed below), for the purpose of establishing an additional fund with the State Treasurer's Office, specifically the Local Government Investment Pool. The signed application authorizes the LGIP to invest funds of this agency pursuant to Idaho Codes 67-1210 and 67-1210A. Participation in the pool will remain in effect until the account opened by this application carries a zero balance. Authorization shall be indicated by an original signature on the bottom of this form. We acknowledge we have read the LGIP Investment Statement of Understanding and LGIP Investment Policy and agree to the terms and conditions stated therein, and any subsequent changes thereto. A copy of any changes to the Statement of Understanding and Investment Policy will be provided to this agency upon request.

AGENCY NAME: City of Hailey
MAILING ADDRESS: 115 MAIN ST. SOUTH
CITY, STATE: Hailey, ID ZIP: 83333
CONTACT NAME: BECKY STOKES
PHONE: 208.788.4221 x1528 FAX: 208.788.2924
E-MAIL ADDRESS: Becky.Stokes@HaileyCityHall.org
DESIGNATED BANK NAME: Mountain West Bank CITY: Hailey STATE: ID
ABA TRANSIT/ROUTING NUMBER: 123171955 ACCOUNT NUMBER: 32050000075
BANK PHONE NUMBER: 208.887.5030 BANK FAX NUMBER: 208.578.2371

The signature below, **by an authorized member of this agency's governing board**, will hereby authorize the State Treasurer to initiate **debit and credit** entries, upon the agency's request, to and from this account in the depository financial institution named above. We acknowledge that the origination of ACH transactions to our account must comply with the provisions of the U.S. law. Applicant will include a roster of current authorized board members, on its own letterhead, with this application and will be responsible for providing the STO any future updates to this information as they occur.

This authorization is to remain in full force and effect until the State Treasurer receives notification from us of its termination in such time and in such manner as to afford the State Treasurer and depository a reasonable opportunity to act on it.

MARTHA BURKE
NAME of Board Member:
Martha Burke
SIGNATURE of Board Member
(Authorized to act on behalf of above named agency)

MAYOR
TITLE of Board Member:
4/29/2021
DATE



P.O. Box 83720 • Boise, Idaho 83720-0091
Phone: (208) 332-2980 • Toll Free: 1-800-448-5447 • Fax: (208) 332-2961 • Email: LGIP@sto.idaho.gov

CCD RATE STABILIZATION
-138-



LGIP
Local Government Investment Pool

Julie A. Ellsworth
Idaho State Treasurer
Idaho State Treasurer's Office

ADDITIONAL FUNDS APPLICATION

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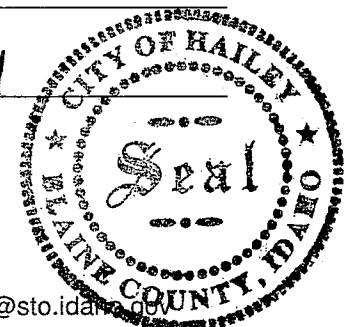
AGENCY NAME: City of Hailey
MAILING ADDRESS: 115 MAIN ST. SOUTH
CITY, STATE: Hailey, ID ZIP: 83333
CONTACT NAME: Becky Stokes
PHONE: 208.788.4221 X1528 FAX: 208.788.2924
E-MAIL ADDRESS: Becky.Stokes@HaileyCityHall.org
DESIGNATED BANK NAME: Mountain West Bank CITY: Hailey STATE: ID
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MARTHA BURKE
NAME of Board Member:
Martha Burke
SIGNATURE of Board Member
(Authorized to act on behalf of above named agency)

MAYOR
TITLE of Board Member:
4/29/2021
DATE



"Security Deposit"-139-

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/10/2021 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on April 26, 2021 and to suspend reading of them.

AUTHORITY: ID Code 74-205 IAR _____ City Ordinance/Code _____

Idaho Code requires that a governing body shall provide for the taking of written minutes at all of its meetings, and that all minutes shall be available to the public within a reasonable period of time after the meeting. Minutes should be approved by the council at the next regular meeting and kept by the clerk in a book of minutes, signed by the clerk.

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____ YTD Line Item Balance \$ _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

<input type="checkbox"/> City Attorney	<input checked="" type="checkbox"/> City Clerk	<input type="checkbox"/> Engineer	<input type="checkbox"/> Mayor
<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Parks & Lands Board	<input type="checkbox"/> Public Works	<input type="checkbox"/> Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the minutes as presented, and to suspend the reading of them, or remove from consent agenda to make changes and then approve as amended.

FOLLOW UP NOTES:

**MINUTES OF THE MEETING OF THE
HAILEY CITY COUNCIL
HELD APRIL 26, 2021
IN THE HAILEY TOWN CENTER MEETING ROOM**

The Meeting of the Hailey City Council was called to order at _____ P.M. by Mayor Martha Burke. Present were Council members Heidi Husbands, Kaz Thea, Sam Linnet, and Juan Martinez. Staff present included City Attorney Christopher P. Simms, City Administrator Heather Dawson, and City Clerk Mary Cone.

[5:30:26 PM](#) Mayor Burke calls meeting to order and asks for motion to amend agenda with late items.

[5:31:04 PM](#) **Motion to amend agenda adding items CA 151, CA 152, CA 141 and CA 143 by Martinez, seconded by Thea. motion passed Thea, yes. Husbands, yes. Linnet, yes. Martinez, yes.**

Open session for public comments:

[5:31:59 PM](#) Craig Wolfram on Walnut Street talks about sheds, the ordinance has a maximum of 120 sq ft. 128 sq ft seems more appropriate and explains why, no waste in plywood sheets, can use the entire sheet. Burke will have staff look at this comment.

[5:34:07 PM](#) Lili Simpson Quigley lane resident, CA 140, pulls item for comments. Christopher Simms plans on pulling this item for discussion.

CONSENT AGENDA:

- [CA 133](#) Motion to approve application to ESCBO for a grant to install solar panels on city hall rooftop **ACTION ITEM**..
- [CA 134](#) Motion to approve Resolution 2021-038, authorizing Airport Coronavirus Response Grant Program (ACRGP) Concessions Addendum, granting Friedman Memorial Airport \$19,129.00 to provide relief from rent and minimal annual guarantees (MAG's) to concessioners within the airport terminal. **ACTION ITEM**.....
- [*CA 151](#) *Motion to approve Resolution 2021-042, authorizing Task Order #5 with HDR Engineering for the Wastewater Facility Planning Study update* **ACTION ITEM**.....
- [CA 135](#) Consideration of and motion to approve Resolution 2021-039, authorizing the final draft of the Wastewater Facility Planning Study. **ACTION ITEM**.....
- [CA 136](#) ~~Motion to authorize partial release of Security Bonds to Quigley Farms, LLC and Quigley Recycled Water Company LLC for infrastructure installation work completed~~ **ACTION ITEM**.....
- [CA 137](#) Motion to approve Pay Request #1 for the Hailey Fire Station Project, which includes mobilization and materials costs of \$15,417.69 **ACTION ITEM**.....
- [CA 138](#) Motion to approve Resolution 2021-040, authorizing Contract for Services agreement with Hunger Coalition **ACTION ITEM**.....
- [CA 139](#) Motion to approve Resolution 2021-041, authorizing First Amendment to Water and Sewer Hook-up Agreement for 830 Broadford Road Property owned by Cathy Daniels **ACTION ITEM**.....
- [*CA 152](#) *Motion to approve Resolution 2021-043, authorizing agreement with Imperial Asphalt for crack fill project on Hailey roads for not-to-exceed amount of \$25,000* **ACTION ITEM**.....

- ~~[CA 140](#) Motion to approve the Findings of Fact, Conclusions of Law and Decision regarding the Final Plat Subdivision Application (Phase I) by Marathon Partners, LLC, represented by Galena Engineering, where Tax Lot 6655, Section 9 & 10, T2N, R18E, Hailey, is subdivided into 85 units on 70 lots. ACTION ITEM.....~~
- ~~[*CA 141](#) Motion to approve new Alcohol License for Grocery Outlet ACTION ITEM.....~~
- [CA 142](#) Motion to approve minutes of April 12, 2021, and to suspend reading of them ACTION ITEM
- ~~[*CA 143](#) Motion to ratify claims for expenses paid in April 2021 ACTION ITEM.....~~
- [CA 144](#) Motion to approve claims for expenses incurred during the month of March, 2021, and claims for expenses due by contract in April, 2021 ACTION ITEM
- [CA 145](#) Motion to approve unaudited Treasurer's report for the month of March, 2021 ACTION ITEM

[5:35:22 PM](#) CA 136, pulled by Horowitz CA 140 pulled by Simms.

[5:35:45 PM](#) **Martinez moved to approve all consent agenda items minus CA 136 and CA 140, seconded by Linnet, motion passed with roll call vote. Husbands, yes. Linnet, yes. Martinez, yes. Thea, yes.**

[5:36:06 PM](#) CA 140, Horowitz, FFCLD on Sunbeam subdivision. [5:37:45 PM](#) #9 item from Fish and Game letter, sloped areas, reads from the letter, Craig White? This letter had specific dates and the Resolution adopted by 4 agencies does not have dates. Dumke is willing to do a separate agreement, will defer to F&G on how to handle this matter.

[5:39:40 PM](#) Burke, burden not on subdivision, but up to City of Hailey. Simms, comments, some concerns with burdening land owner, actually a BLM property, guidelines cooperate with federal authorities. Adding dates to this plat would not be appropriate and not like how we've handled other such matters.

[5:41:17 PM](#) Thea comments, it is BLM public land, they work close with Fish and Game. Doesn't think we need a date but need Fish and Game to speak up for when to shut this down every season.

[5:43:07 PM](#) **Motion to approve by Linnet, seconded by Martinez, motion passed with roll call vote. Husbands, yes.** Lili Simpson comments, [5:44:29 PM](#) both county code and LLUPA code, as a condition for approval Fish and Game is required to comment. They gave specific dates on the Old Cutters subdivision. There is a difference between comments on subdivision than on the area which cover administrative guidelines. Dec 15- april 1. [5:46:12 PM](#) Horowitz, looked at Old Cutters documents, cannot find dates. F&G would like to have consistency. [5:47:16 PM](#) Lili Simpson comments again, Mayor Burke asks council what they want to do. [5:48:49 PM](#) **Thea, yes; she wants to be in discussions with Fish and Game. Linnet, yes. Martinez, yes.**

CA 136 [5:49:48 PM](#) Yeager has slightly updated numbers on this item. [5:50:10 PM](#) have updated since the packet was published, partial release amount \$365,296.61. Yeager presents his computer, zooms into the spreadsheet to show the amount of partial bond release.

[5:51:47 PM](#) Linnet asks question of Yeager. Do we have an update on when the water system will be up and running? Yeager comments, that section trying to get operational by end of summer. Trying to get a purple pipe in a large radius, trying to get a waiver from DEQ, if they

sign off on a white pipe wrapped then can move forward. Would like to see this sooner rather than later, to get off using the city water system.

[5:53:57 PM](#) Linnet makes motion to approve CA 136, with corrections noted by Yeager, Martinez seconds. Motion passed with roll call vote, Thea, yes. Martinez, yes. Linnet, yes. Husbands, yes.

PROCLAMATIONS AND PRESENTATIONS:

PP 146 Proclamation for May 2021 Mental Health month ACTION ITEM

[5:55:11 PM](#) May 2021 is Mental Wellness Month. Mayor Burke reads the Proclamation.

PP 147 Presentation by Steve Hunter from ITD to give update on the upcoming Main Street resurfacing project (no docs)

[6:00:08 PM](#) Steve Hunter with Idaho Transportation Department, have presented a few times to council. Knife River Construction was the awarded the job. 2 components, ADA ramps and Main Street resurfacing project. ADA ramps work will be done during the day, will take about 1 week per ramp. Redoing 1 ramp per intersection to lessen the impact to pedestrians. And then sometime in May/June, will lower the manhole covers and valves. Have to lower everything, puts a hole in the road, Knife River will be required to maintain these holes. The [6:02:51 PM](#) roadway construction will be done at night. There will be a physical and virtual open house mid to end of May. Construction on roadway is right after 4th of July, July 12th. We have to remove 2 layers and then put them back, 2-4 inches, divide the city into segments, 4 blocks per segment. Mill the pavement, will compact the base, 3rd segment, remove pavement, 1st segment is being paved. Once done with all of them, then will pave the final layer. Then striping will be done in town. There will be a few changes to the lanes, narrower lanes in 4 blocks, 12 ft versus 14 feet. And some of the crosswalks will be continental crosswalk. [6:06:08 PM](#) A few things required to maintain, minimize collateral damage, [6:06:34 PM](#) secure private property, don't want items to vibrate off their shelves. Requires 24 hour advance notice prior to construction. Require to keep dust down. Must tow cars if in the way. Night construction 6:30 pm to 6:30 am times. No construction July 2 – July 11. [6:08:04 PM](#) open house [6:08:41 PM](#) We put all the documents prior to covid 19, not required to do virtual meetings, not sure what that will do. Not sure if everything will be open yet. Here for any questions.

[6:09:39 PM](#) Husbands asks, road construction how long will it last? Aug 31 is last day of construction, must be out of there by Sept. 1st.

[6:10:23 PM](#) Thea, how many meetings are required? Hunter replies, a minimum of 4, can require them to have more, up to engineer's discretion. Thea, how wide are the crosswalks?, it is standard crosswalk, thinks it is 6 feet. Cannot put in non-standard, wider crosswalks.

[6:11:54 PM](#) Yeager nothing to add. Spent time with ITD and Mountain Rides, haven't resolved all issues. Addresses wide sidewalks, people tend to ignore too much information.

[6:12:53 PM](#) Yeager, all cross walks, haven't finished yet, will put them back like they are today. Yeager and Hunter are discussing those options.

[6:13:40 PM](#) Husbands, flashing light crosswalks, some lights are out. Yeager, lights in the roadway? Yeager, those lights will be removed. Lights on side of road will remain. Linnet not a huge fan of removing these lights. Thea, agrees with Linnet. Yeager, not sure of the decision of the removal of these lights. Linnet, that decision did not include us, (council). Yeager will need to research the reason why decision to remove them. Hunter comments, [6:16:19 PM](#) it is part of the contract to remove those from the pavement. Yeager will report back. [6:16:49 PM](#) Linnet, we want them. [6:17:00 PM](#) lights do not meet the federal highway standards. Yeager will try to see how we can keep the lights in the ground. [6:17:38 PM](#) Husbands, how about putting a stop light there? [6:17:51 PM](#) Thea would like to see which ADA corners will be continental, with a map. Would like to be better informed about this project. Yeager will report back to council.

PUBLIC HEARINGS:

PH 148 Public Hearing on matters pertaining to Rubbish/Recycling/Cardboard/Compostable Materials Hauling, including:

- *Franchise Ordinance No. 1282, which would grant Clear Creek Disposal use of city streets and rights of way for a 10-year term, with first reading of ordinance by title only. ACTION ITEM...*
- *Resolution 2021-____, establishing new fees/fee increases for residential, commercial and construction rubbish/recycling hauling services ACTION ITEM.....*
- *Consideration of Resolution 2021-____, authorizing Rubbish/Recycling Agreements for waste hauling services with Clear Creek Disposal. ACTION ITEM.....*

[6:18:59 PM](#) Dawson opens this discussion, rolled out items for public hearing tonight. Will take another year to discuss with community. We will continue same services, have prepared rate resolution. And have prepared an agreement between City and Clear Creek.

Suggests to start with rates, residential and commercial rates, start with residential. Simms and Robertson attorneys can comment, then council question, commercial rates discussion and then public hearing comments.

[6:23:25 PM](#) Simms, important background piece, Winn has been operating on leased property ends at the end of this year, bottom line why we could not go into a long-term agreement with composting. We are going to go back to cardboard and composting soon.

[6:24:56 PM](#) Thea, we can add this later once Winn has a renewed lease? Simms, absolutely, will revisit this topic monthly / quarterly and will decide within the next year.

[6:25:56 PM](#) Mike Goitiandia goes over the rates, residential services in the packet, presentation, similar to one council has seen in the past. After April 12th meeting, asked to revisit rates, met with staff on 15, 19th and 21st, have results in rate structures presented in this packet. [6:28:12 PM](#) curbside services for garbage and recycling, drop-off services, compactor for cardboard and roll-off glass compactor, Christmas tree and yard waste drop-off. [6:29:20 PM](#) seen this rate slide in

last meeting. Next slide, equal price per gallon in all 3 sizes, \$11.52, \$24.97 and \$34.88. new option slide: weighted option, \$11.52, \$26.52 and \$39.90, keeping small user at low rate and highest increase for largest user. This ratio [6:31:40 PM](#) shows increase from current rates. Summary, all proposed scenarios slide. Each scenario, if we are successful in moving large cart user to small carts, then rates will need to increase.

[6:33:29 PM](#) Husbands has a question, first slide, spring/fall, once each season? Goitiandia, once in spring in fall? [6:34:11 PM](#) Horowitz, in packet, current agreement shows 2 pick-ups.

[6:34:37 PM](#) Linnet, table on pg. 356, we could also consider some option between the 2, as long as you get your bottom line? Goitiandia, happy to consider any option. We need to keep in mind, if too many people move down, will need more revenue. [6:36:11 PM](#) Linnet, thinking about lowering large cart rate and increasing slightly the other carts.

[6:37:05 PM](#) Thea this means, small cart rate would need increasing. [6:37:23 PM](#) Linnet, only thinking about middle and large cart rate proposals.

[6:37:59 PM](#) Part 2, commercial, powerpoint Goitiandia, these services vary greatly. Current rates have been in place since 2012. Large increases in expenses. Construction costs have increased by 20%, commercial rates have increased by 12%. [6:41:39 PM](#) discusses 3 scenarios, and is happy to answer questions.

[6:42:58 PM](#) Dawson asks Goitiandia to walk through some of these rates. [6:45:57 PM](#)

Public comments:

[6:48:19 PM](#) asks for details,

[6:48:43 PM](#) Jane Drussel home in Hailey and business on Main Street, not in favor of adding any extra fees. I understand that Mike Goitiandia has to cover costs, increase in prices, in her neighborhood approximately 75% of carts are large. Almost doubles her cart price. What are people going to do with their trash, put in commercial dumpsters, they need to get rid of their trash. [6:50:59 PM](#) question about her commercial rates, concerned about the rates in this economy. I understand needs to increase rates - this is a significant increase.

[6:51:45 PM](#) Steve Crosser, Hailey resident, been using the small cart forever, never filled it up. Also lives in China Gardens. Happy with the proposed rates on the small cart. I hope Clear Creek can make it for the \$11.52 / month.

Council deliberation:

[6:54:09 PM](#) Linnet, at this time, we are only deliberating about new services at this time, right? Burke, correct. If we decide to take on additional services, it will be later. Focusing on the packet pg. 356, table 1, business as usual, proposed fee [6:56:05 PM](#) leaning towards 2 or 3, in policy direction incentivize recycling. Option 4, in between option 2 and 3, may be able to find a happy medium.

[6:57:15 PM](#) Thea, have a couple of questions of Goitiandia. When we renegotiate hours of service? Roll-off dumpster for glass and cardboard compactor, who works this. May cause a lot of noise for nearby neighbors. [6:58:56 PM](#) Goitiandia, right now at 3rd Ave. south and River street no hours of operation, not proposing a change of this. Servicing the dumpsters may cause some noise in mornings and evenings in Hailey. Try to get to it early in the morning to reduce the amount of items put on the ground. Requires 2/times per day pick up. Cardboard compactor, [7:01:10 PM](#) doesn't make much noise at all. It would be picked up, dumped and then returned to the site within the hour, no crashing and banging like it is now. The roll off glass dumpster, same thing, picked up, dumped off site and then dropped off, and it is not as noisy as it is now.

[7:02:49 PM](#) Thea, thanks, thinks this is from servicing and glad this noise will be reduced, very helpful. About pricing, leaning towards option 3 or option 4 to reduce med large prices a little more. Is there a total number for your bottom line? Goitiandia, there is a total we need to get to, 2 variables in the equation, we know what we have, page 6 of his presentation, users and size of carts. When you change pricing, you don't know who will move to another size cart. [7:06:30 PM](#) Goitiandia, this is round 4 of price changes proposed, trying to get this right, trying to reward people for recycling. [7:07:30 PM](#) Thea, lean towards 3 and 4 in this scenario, it is time to act.

[7:07:51 PM](#) Husbands, why is cart different for residential from business? Goitiandia, they are priced correctly, frequency moves up the price. In this pricing model, there is a charge for recycling.

[7:09:31 PM](#) Martinez asks question for staff? Is it illegal to dump trash in recycle bins. Simms, yes it is? Thanks to staff and Goitiandia for these conversations. Proud of this public process. Thanks Goitiandia for how we grow together, it is a partnership providing quality service. Martinez goal, reduce trash incentivize recycling. Eager to see where we will go with Winn in the future. There needs to be a price incentive. There are a lot of us not comfortable with the amount of trash we are putting into the system. Excited for what's to come with new partnership.

[7:12:36 PM](#) Burke, we recognize fact that large number of people, will downsize. Depending on the number of these people, we may have some garbage issues. More than anything, want to force families into small cart when they need a medium. We encourage our community. She will be moving to a smaller cart, doesn't put her cart out every week right now.

[7:15:15 PM](#) Linnet, in thinking about this, wanted to see if we could waive fee for picking up dropping off of the cart for the first year? Goitiandia, under current pricing, exchanging carts would incur a fee, would consider a timeframe of waiving this fee. Thea, proposes 6 months. Goitiandia, would be okay with this. Waived if downsizing.

[7:17:38 PM](#) pg. 356, table 1, proposed Linnet, suggests .36, .38, .40 for less of dramatic progression, small cart, \$11.52 also suggests waiving the exchange fee to smaller cart for 6 months.

[7:20:15 PM](#) Dawson, it is not instant math because of the franchise fee calculation. Want to address Husbands question. On table 1, heading, garbage, recycle, requested base increase total,

in that column, you'll see prices that resonate across all rates. Costs for residential users for drop off site.

[7:21:54 PM](#) Goitiandia is agreeable to the proposed rates by Linnet. Dawson, will put in the rate sheet. Dawson suggests how to make motion. Bring back next time for final approval. Thea likes this idea, not too exorbitant for large users.

[7:23:46 PM](#) Simms, suggests move through motions as listed in AIS.

[7:24:20 PM](#) Linnet moves to approve Resolution 2021-44 solid waste rates, .36 , .38. .40 , and a provision waiving cart delivery exchange fees for a period of 6 months for those going to a smaller cart size, seconded by Thea. Dawson asks Linnet to amend motion to include commercial rate sheet as exhibit. Linnet, amends motion to include commercial rate sheet as presented as an exhibit to Resolution, seconded by Thea. Motion passed with roll call vote; Thea, yes. Linnet, yes. Husbands, yes. Martinez yes.

[7:26:51 PM](#) Linnet makes motion to approve 1278 waive 1st Reading and conduct the 2nd Reading by title only, Martinez seconds. Horowitz pointed out that agenda states Ordinance No. is 1282, Dawson confirms 1282 is correct. Linnet amends his motion, Thea, seconds. Motion passed with roll call vote. Thea, yes. Linnet, yes. Martinez, yes. Husbands, yes.

[7:28:20 PM](#) Mayor Burke conducts 2nd Reading of Ordinance No. 1282, by title only.

[7:29:37 PM](#) Linnet makes motion to approve Resolution 2021-045, franchise agreement for commercial and residential with Clear Creek Disposal, seconded by Thea. Motion passed with roll call vote; Thea, yes. Husbands, yes. Linnet, yes. Martinez, yes.

[7:30:31 PM](#) Mike Goitiandia thanks everyone, wasn't so hard was it? And laughs.

NEW BUSINESS:

*NB 149 Consideration of Health Order 2021-02 which would be an extension to Hailey Emergency Health Order 2021-01, which expires May 9, 2021. The extension would continue to limit group sizes and require face-coverings in public places, both indoors and outdoors, for an additional 90 days or until otherwise rescinded or amended **ACTION ITEM***

[7:30:55 PM](#) Mayor Burke opens this item, we are looking to extend our existing mask order timeframe, our existing order expires on May 9, 2021.

[7:31:49 PM](#) Simms, we have been wrestling with these issues for over 1 year now. Mayor has been attending the weekly meetings. Mayor Burke, need to prepare for how we change for special events, but this is later down the road.

[7:32:57 PM](#) Linnet comments, from the meetings with health officials, we can be optimistic and some return of normalcy. We had a high vaccination rate in the county, we are waiting for our cases to drop in our county. Hope we will make improvements in these numbers soon.

[7:34:19 PM](#) Thea wants to have a little discussion. Vaccination rates around 67%, encourage people to get vaccinations. Try to convince those that are on the fence, show them that there is reason to get it. Thea would be ready for reducing outside requirement for mask and increasing gathering numbers outside, want to have discussion. Want to discuss on May 24th meeting, whatever we decide tonight.

[7:36:37 PM](#) Burke, Ketchum kept their covid regulations in place, we are following suit, with health official's advice, don't want to make a mistake too early.

[7:37:23 PM](#) Linnet, likes the idea of discussing at a future meeting. We have not hit the herd immunity threshold yet.

[7:38:21 PM](#) Husbands, agrees with Linnet. There are still covid cases. There is light at the end of the tunnel, keep order in place right now. Burke, likes the idea of discussing regularly.

[7:39:15 PM](#) Martinez, 90 days, August, graduation, new administration. More into play than following along with Ketchum. [7:40:11 PM](#) how do we move out of the position of protecting the public from each other? We have to stay on top of this. 90 days is alarming to Martinez.

[7:41:55 PM](#) Burke this is our mask order.

[7:43:05 PM](#) Linnet responds to Martinez concerns, will discuss in next meeting or late May meeting.

[7:44:12 PM](#) Simms, the 90-day period Martinez is referencing, is the maximum timeframe, the Mayor can retract it at any time with council approval. Having frequent discussions on this is important.

[7:45:36 PM](#) Thea, we could change this when we want to, right? Simms, absolutely.

[7:46:47 PM](#) Martinez, am I out of line to suggest another date, other than 90 days? Linnet, would rather us make changes to the order than to let a sunset clause determine that.

[7:48:49 PM](#) Thea, is there a chance to change any of the wording? Simms, anyone can make a motion with a different sunset date if you so choose. The effect is not different practically. Martinez [7:50:49 PM](#) okay with the 90 days as explained by Linnet.

[7:51:04 PM](#) Linnet, this emergency order, if we loosen restrictions in May, we need another order to make those changes. Correct, replies Simms. Linnet is okay with this order as is now.

[7:52:01 PM](#) Burke, this is our tool.

[7:52:24 PM](#) **Motion to approve Emergency Health Order 2021-02 by Linnet, effective date 4/27/21, seconded by Husbands. Motion passed with roll call vote; Husbands, yes. Thea, yes. Linnet, yes. Martinez, yes.**

STAFF REPORTS:

[7:53:48 PM](#) Dawson, have a public member, Justin McCarthy to discuss skatepark. McCarthy has concerns over last few years, non-skateboarders, should be the main use of the park. Part of the result, scooters are causing damage to the bowl and flat areas. Bikes and scooters are chipping away the concrete. There has been a lot of trash left at the park, lot of food waste, has become a big issue, he cleans up, but seems to be no end. 7 pm only skateboarders, not enforced. Asking for support from city. Want law enforcement to ask people to clean up and enforce rules.

[7:58:19 PM](#) Mayor Burke, has asked staff to replace cameras at the skatepark, have an eye on our park, livestreaming video of the park. Have put together a parent's group, largely responsible for maintaining respect for the park. We are lacking that respect right now. Parents are dropping off kids and then leaving. We need increased police presence. Trash is an issue as well as closed time at 7 pm for scooters. Mayor Burke has been there off and on, Mike McKenna and Sarah Benson are looking out and picking up trash.

[8:01:19 PM](#) McCarthy – Dreamland did the construction. Burke, users are there, recognize park was not built for scooters, back to basics, parents group, livestreaming. New scooter park.

[8:02:56 PM](#) Yeager, has spoken with Steve England, can send officers out there at any opportunity he can as their schedules permit. Reached out to Justin, to coordinate repairs.

[8:04:33 PM](#) Luke, a skateboarder, we don't want kids getting slammed, tired of dodging kids on scooters. This is an extreme sport, not a playground.

[8:05:58 PM](#) Thea, it appears we need to raise money and get a scooter park. We tried, it didn't happen. [8:06:33 PM](#) Yeager, reiterate scooters are not allowed without a sticker in the bowl, and scooters are not allowed at park past 7 pm.

[8:07:40 PM](#) Skyler speaks, younger kids, 14 and younger having the most issues with right now.

[8:08:56 PM](#) Mayor Burke asks for attendees to email Brian Yeager.

[8:11:28 PM](#) Mayor Burke asks for more staff reports?

[8:11:53 PM](#) Dawson, we have a request for next meeting May 10th, to start at 4:45, Tree Committee would like to give council a tour of the Arboretum.

[8:13:09 PM](#) **Thea moves to adjourn, Husbands seconds, motion passed unanimously.**

Return to Agenda

AGENDA ITEM SUMMARY

DATE 05/10/2021 DEPARTMENT: Finance & Records **DEPT. HEAD SIGNATURE:** MHC

SUBJECT

Council Approval of Claims costs incurred during the month of April 2021 that are set to be paid by contract for May 2021.

AUTHORITY: ID Code 50-1017 IAR _____ City Ordinance/Code _____

BACKGROUND:

Claims are processed for approval three times per month under the following procedure:

1. Invoices received, approved and coded to budget by Department Head.
2. Invoice entry into data base by finance department.
3. Open invoice report and check register report printed for council review at city council meeting.
4. Following council approval, mayor and clerk sign checks and check register report.
5. Signed check register report is entered into Minutes book.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____ YTD Line-Item Balance \$ _____

Payments are for expenses incurred during the previous month, per an accrual accounting system.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

___ City Attorney ___ Clerk / Finance Director ___ Engineer ___ Mayor
___ P & Z Commission ___ Parks & Lands Board ___ Public Works ___ Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Review reports, ask questions about expenses and procedures, approve claims for payment.

FOLLOW UP NOTES:

Report Criteria:

Computed checks included
 Manual checks included
 Supplemental checks included
 Termination checks included
 Transmittal checks included
 Void checks included

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
04/22/2021	PC	04/29/2021	4292077	AMBRIZ, JOSE L	7023	1,752.72-
04/22/2021	PC	04/29/2021	4292081	SHOTSWELL, DAVE O	7044	1,570.06-
04/22/2021	PC	04/29/2021	4292067	ARELLANO, NANCY	8005	1,452.53-
04/22/2021	PC	04/29/2021	4292023	CONE, MARY M HILL	8009	1,964.62-
04/22/2021	PC	04/29/2021	4292059	LEOS, CHRISTINA M	8012	1,734.38-
04/22/2021	PC	04/29/2021	4292026	STOKES, BECKY	8013	1,810.98-
04/22/2021	PC	04/29/2021	4292024	DAWSON, HEATHER M	8014	2,354.48-
04/22/2021	PC	04/29/2021	4292079	HOLYOAK, STEVEN R	8036	1,858.83-
04/22/2021	PC	04/29/2021	4292029	HOROWITZ, LISA	8049	2,044.00-
04/22/2021	PC	04/29/2021	4292028	DAVIS, ROBYN K	8060	1,226.83-
04/22/2021	PC	04/29/2021	4292049	MILLS, CAITLYN A	8061	1,155.94-
04/22/2021	PC	04/29/2021	4292051	COOK, STEPHANIE N	8063	1,537.31-
04/22/2021	PC	04/29/2021	4292084	HOLTZEN, KURTIS L	8072	1,534.08-
04/22/2021	PC	04/29/2021	4292070	DOMKE, RODNEY F	8097	1,402.16-
04/22/2021	PC	04/29/2021	4292027	BUNDY, REBECCA F	8098	1,842.29-
04/22/2021	PC	04/29/2021	4292050	PRIMROSE, LAURA A	8102	1,107.02-
04/22/2021	PC	04/29/2021	4292069	YEAGER, BRIAN D	8107	2,136.22-
04/22/2021	PC	04/29/2021	4292065	WALLACE, SHAWNA R	8108	1,772.03-
04/22/2021	PC	04/29/2021	4292030	PARKER, JESSICA L	8111	1,343.74-
04/22/2021	PC	04/29/2021	4292047	GRIGSBY, MICHAL J	8114	1,072.25-
04/22/2021	PC	04/29/2021	4292052	LAPOINTE, JAMES M	8116	1,075.92-
04/22/2021	PC	04/29/2021	4292058	LATIMER, JOSHUA L	8120	1,968.06-
04/22/2021	PC	04/29/2021	4292046	FLETCHER, KRISTIN M	8122	1,090.38-
04/22/2021	PC	04/29/2021	4292057	ENGLAND, STEVE J	8143	2,718.36-
04/22/2021	PC	04/29/2021	4292060	LUNA, JOSE	8145	1,672.24-
04/22/2021	PC	04/29/2021	4292055	COX, CHARLES F	8161	2,341.45-
04/22/2021	PC	04/29/2021	4292062	PECK, TODD D	8167	1,884.72-
04/22/2021	PC	04/29/2021	4292061	PALLAS, MARTIN L	8169	4,486.00-
04/22/2021	PC	04/29/2021	4292075	THOMPSON, WYATT F	8172	1,153.74-
04/22/2021	PC	04/29/2021	4292073	NEUMANN, DANIEL L	8173	1,301.35-
04/22/2021	PC	04/29/2021	4292085	MOATS, ZAKARY S	8174	1,165.23-
04/22/2021	PC	04/29/2021	4292053	BAIRD, JACY DAVE	8183	5,835.10-
04/22/2021	PC	04/29/2021	4292035	ERVIN, CHRISTIAN C	8185	1,512.42-
04/22/2021	PC	04/29/2021	4292045	FLAHERTY, MEAGHAN N	8191	776.68-
04/22/2021	PC	04/29/2021	4292043	DeKLOTZ, ELISE	8200	607.56-
04/22/2021	PC	04/29/2021	4292086	SAVAGE, JAMES L	8204	1,234.21-
04/22/2021	PC	04/29/2021	4292021	ARNOLD, JANA D.	8206	509.48-
04/22/2021	PC	04/29/2021	4292025	POMERLEAU, JENNIFER	8207	1,173.93-
04/22/2021	PC	04/29/2021	4292022	CARRILLO-SALAS, DALIA	8209	1,204.91-
04/22/2021	PC	04/29/2021	4292064	TUCKER, ANDREW	8211	1,593.49-
04/22/2021	PC	04/29/2021	4292056	DAVIS, BRYAN L	8212	1,722.42-
04/22/2021	PC	04/29/2021	4292054	CERVANTES, GUSTAVO	8215	1,570.49-
04/22/2021	PC	04/29/2021	4292083	BALIS, MARVIN C	8225	1,877.38-
04/22/2021	PC	04/29/2021	4292074	SCHWARZ, STEPHEN K	8226	2,192.93-
04/22/2021	PC	04/29/2021	4292076	WEST III, KINGSTON R	8234	1,312.65-
04/22/2021	PC	04/29/2021	4292072	JOHNSTON, JAIMEY P	8243	1,512.24-
04/22/2021	PC	04/29/2021	4292068	MARES, MARIA C	8251	982.85-
04/22/2021	PC	04/29/2021	4292042	CROTTY, JOSHUA M	8283	1,064.42-
04/22/2021	PC	04/29/2021	4292078	ELLSWORTH, BRYSON D	8285	1,719.80-

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
04/22/2021	PC	04/29/2021	4292082	BALDWIN, MERRITT JAM	8286	1,229.51-
04/22/2021	PC	04/29/2021	4292048	HARDING, CHARLOTTE E	8293	46.17-
04/22/2021	PC	04/29/2021	4292080	PARKER, MICHAEL J	8506	1,260.54-
04/22/2021	PC	04/29/2021	4292036	HOOVER, JAMES T	9002	522.93-
04/22/2021	PC	04/29/2021	4292032	BOATMAN, MICHAEL L	9006	186.47-
04/22/2021	PC	04/29/2021	4292037	MURPHY, JOSHUA Z	9011	181.13-
04/22/2021	PC	04/29/2021	4292040	STOCKING, WINDI G	9023	586.73-
04/22/2021	PC	04/29/2021	4292041	STOESZ, CHAD G	9030	129.75-
04/22/2021	PC	04/29/2021	4292033	DAHLEN, LUKE K	9041	174.08-
04/22/2021	PC	04/29/2021	4292031	BALEDGE, MICHAEL S	9054	2,344.69-
04/22/2021	PC	04/29/2021	4292038	PALLAS, MARTIN L	9111	203.47-
04/22/2021	PC	04/29/2021	4292039	PERE, RIKA M	9119	243.34-
04/22/2021	PC	04/29/2021	4292034	DITMORE, KEVIN D	9145	1,317.91-
04/22/2021	PC	04/29/2021	4292071	GILTNER, JOE R	1008065	1,239.15-
04/22/2021	PC	04/29/2021	4292063	SHELAMER, MICHAEL S	1008163	1,834.76-
04/22/2021	PC	04/29/2021	4292066	WARD, CASEY R	1008287	3,639.64-
04/22/2021	PC	04/29/2021	4292044	DREWIEN, LYNETTE M	1008271	575.70-
04/22/2021	CDPT		0	DELTA DENTAL PLAN OF	2	49.54
04/22/2021	CDPT		0	DELTA DENTAL PLAN OF	2	101.38
04/22/2021	CDPT		0	REGENCE BLUE SHIELD	3	67.86
04/22/2021	CDPT		0	REGENCE BLUE SHIELD	3	1,115.14
04/22/2021	CDPT		0	NCPERS GROUP LIFE IN	6	16.00
04/22/2021	CDPT	04/29/2021	4302022	PERSI	7	5,739.96-
04/22/2021	CDPT	04/29/2021	4302022	PERSI	7	9,571.93-
04/22/2021	CDPT	04/29/2021	4302022	PERSI	7	3,678.92-
04/22/2021	CDPT	04/29/2021	4302022	PERSI	7	5,127.93-
04/22/2021	CDPT	04/29/2021	4302022	PERSI	7	6,105.74-
04/22/2021	CDPT	04/29/2021	4302022	PERSI	7	185.40-
04/22/2021	CDPT	04/29/2021	4302022	PERSI	7	431.38-
04/22/2021	CDPT	04/29/2021	4302022	PERSI	7	42.31-
04/22/2021	CDPT	04/29/2021	4302021	MOUNTAIN WEST BANK	8	8,808.22-
04/22/2021	CDPT	04/29/2021	4302021	MOUNTAIN WEST BANK	8	8,808.22-
04/22/2021	CDPT	04/29/2021	4302021	MOUNTAIN WEST BANK	8	2,059.99-
04/22/2021	CDPT	04/29/2021	4302021	MOUNTAIN WEST BANK	8	2,059.99-
04/22/2021	CDPT	04/29/2021	4302021	MOUNTAIN WEST BANK	8	12,939.25-
04/22/2021	CDPT	04/29/2021	49059	IDAHO STATE TAX COMM	9	4,629.00-
04/22/2021	CDPT		0	VSP	26	11.32
04/22/2021	CDPT		0	VSP	26	18.86
Grand Totals:			80			166,456.99-

Report Criteria:

- Computed checks included
- Manual checks included
- Supplemental checks included
- Termination checks included
- Transmittal checks included
- Void checks included

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
4683 8X8 INC											
299614	1	# 2996141 Polycom phone order#AO500282162	Invoice	04/20/2021	05/10/2021	73.60	73.60	100-15-41713		521	1
299614	2	# 2996141 Polycom phone order#AO500282162	Invoice	04/20/2021	05/10/2021	73.60	73.60	200-15-41713		521	1
299614	3	# 2996141 Polycom phone order#AO500282162	Invoice	04/20/2021	05/10/2021	73.61	73.61	210-15-41713		521	1
300307	1	#3003071 Phone service fees for May 2021, usage fe	Invoice	05/01/2021	05/10/2021	76.13	76.13	100-15-41713		521	1
300307	2	#3003071 Phone service fees for May 2021, usage fe	Invoice	05/01/2021	05/10/2021	76.13	76.13	200-15-41713		521	1
300307	3	#3003071 Phone service fees for May 2021, usage fe	Invoice	05/01/2021	05/10/2021	76.13	76.13	210-15-41713		521	1
300307	4	#3003071 Phone service fees for May 2021, usage fe	Invoice	05/01/2021	05/10/2021	114.19	114.19	100-20-41713		521	1
300307	5	#3003071 Phone service fees for May 2021, usage fe	Invoice	05/01/2021	05/10/2021	19.04	19.04	100-42-41713		521	1
300307	6	#3003071 Phone service fees for May 2021, usage fe	Invoice	05/01/2021	05/10/2021	19.04	19.04	200-42-41713		521	1
300307	7	#3003071 Phone service fees for May 2021, usage fe	Invoice	05/01/2021	05/10/2021	19.03	19.03	210-42-41713		521	1
300307	8	#3003071 Phone service fees for May 2021, usage fe	Invoice	05/01/2021	05/10/2021	228.39	228.39	210-70-41713		521	1
300307	9	#3003071 Phone service fees for May 2021, usage fe	Invoice	05/01/2021	05/10/2021	114.19	114.19	200-60-41713		521	1
300307	10	#3003071 Phone service fees for May 2021, usage fe	Invoice	05/01/2021	05/10/2021	114.19	114.19	100-55-41713		521	1
300307	11	#3003071 Phone service fees for May 2021, usage fe	Invoice	05/01/2021	05/10/2021	342.58	342.58	100-45-41713		521	1
300307	12	#3003071 Phone service fees for May 2021, usage fe	Invoice	05/01/2021	05/10/2021	28.55	28.55	100-50-41713		521	1
300307	13	#3003071 Phone service fees for May 2021, usage fe	Invoice	05/01/2021	05/10/2021	256.81	256.81	100-25-41713		521	1
300307	14	#3003071 Phone service fees for May 2021, usage fe	Invoice	05/01/2021	05/10/2021	85.78	85.78	100-40-41713		521	1
Total 4683 8X8 INC:						1,790.99	1,790.99				
1532 AIRGAS USA LLC											
911224	1	Inv # 9112241566 SNSR Oxy Ventis	Invoice	04/16/2021	05/10/2021	212.50	212.50	100-55-41219		521	1
Total 1532 AIRGAS USA LLC:						212.50	212.50				
1913 AMAZON CAPITAL SERVICES											
13FL-X	1	#13FL-XKLH-TPGT 28' desk raiser with deep keyboa	Invoice	04/24/2021	05/10/2021	33.33	33.33	100-15-41215		521	1
13FL-X	2	#13FL-XKLH-TPGT 28' desk raiser with deep keyboa	Invoice	04/24/2021	05/10/2021	33.33	33.33	200-15-41215		521	1
13FL-X	3	#13FL-XKLH-TPGT 28' desk raiser with deep keyboa	Invoice	04/24/2021	05/10/2021	33.33	33.33	210-15-41215		521	1
1D1K-J	1	1D1K-JGX9-KYDC MSD supplies	Invoice	04/30/2021	05/10/2021	13.48	13.48	100-45-41215		521	1
1D1K-J	2	1D1K-JGX9-KYDC MSD repl dvd	Invoice	04/30/2021	05/10/2021	25.95	25.95	100-45-41535		521	1
1JVF-J	1	1JVF-JDD3-1RDF FACE MASK,CELL PHONE CASE	Invoice	04/28/2021	05/10/2021	100.48	100.48	210-70-41747		521	1
1QPV-	1	1QPC-NF1C7RF3 MSD acquisition	Invoice	04/20/2021	05/10/2021	19.30	19.30	100-45-41535		521	1
1RP9-	1	#1RP9-QFVM-JLK4 OFFICE CHAIRS	Invoice	04/16/2021	05/10/2021	159.98	159.98	200-60-41211		521	1
1T9G-	1	1T9G-QTV4-4MQ7 people counter - children's library	Invoice	04/25/2021	05/10/2021	199.00	199.00	100-45-41539		521	1
1X43-J	1	#1X43-JLMW-N113 WORK PANTS	Invoice	04/13/2021	05/10/2021	199.24	199.24	200-60-41703		521	1
1X43-J	2	#1X43-JLMW-N113 WORK JACKET	Invoice	04/13/2021	05/10/2021	109.99	109.99	200-60-41703		521	1
1Y4W-	1	1Y4W-TQJ7-PGJX XMAS TREE STORAGE BAG	Invoice	04/21/2021	05/10/2021	13.00	13.00	100-15-41215		521	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
1Y4W-	2	1Y4W-TQJ7-PGJX XMAS TREE STORAGE BAG	Invoice	04/21/2021	05/10/2021	13.00	13.00	200-15-41215		521	1
1Y4W-	3	1Y4W-TQJ7-PGJX XMAS TREE STORAGE BAG	Invoice	04/21/2021	05/10/2021	12.99	12.99	210-15-41215		521	1
Total 1913 AMAZON CAPITAL SERVICES:						966.40	966.40				
247 AMBRIZ, JOSE											
IRWA C	1	PER DIEM - 2021 IRWA Conference	Invoice	05/04/2021	05/10/2021	171.50	171.50	210-70-41724		521	1
Total 247 AMBRIZ, JOSE:						171.50	171.50				
2918 ARAMARK UNIFORM & CAREER APPAREL GROUP											
240093	1	2400938392 UNIFORMS SERVICE WW	Invoice	04/01/2021	05/10/2021	229.83	229.83	210-70-41703		521	1
240094	1	2400940141 UNIFORMS SERVICE WW	Invoice	04/08/2021	05/10/2021	166.61	166.61	210-70-41703		521	1
240094	1	2400941865 UNIFORMS SERVICE WW	Invoice	04/15/2021	05/10/2021	229.83	229.83	210-70-41703		521	1
240094	1	2400943568 UNIFORMS SERVICE WW	Invoice	04/22/2021	05/10/2021	166.61	166.61	210-70-41703		521	1
240094	1	2400945278 UNIFORMS SERVICE WW	Invoice	04/29/2021	05/10/2021	229.83	229.83	210-70-41703		521	1
Total 2918 ARAMARK UNIFORM & CAREER APPAREL GROUP:						1,022.71	1,022.71				
498 BARRY EQUIPMENT & RENTAL											
453381	1	453381 CREDIT MEMO - COUPLER FF MALE	Invoice	03/19/2020	05/10/2021	112.64-	112.64-	100-40-41405		521	1
453388	1	453388 CREDIT MEMO- FITTING, HYD CONNECT	Invoice	03/19/2020	05/10/2021	47.07-	47.07-	100-40-41405		521	1
Total 498 BARRY EQUIPMENT & RENTAL:						159.71-	159.71-				
1513 BOISE PUBLIC LIBRARY											
IH603	1	IH603 FY21 QTR2 LYNX CONSORTIUM BILLING	Invoice	03/26/2021	05/10/2021	1,703.54	1,703.54	100-45-41325		521	1
Total 1513 BOISE PUBLIC LIBRARY :						1,703.54	1,703.54				
50333 CATERPILLAR FINANCIAL SERVICES CORP											
307654	1	30765468 CAT LEASE PAYMENT 001-0779542-000	Invoice	03/15/2021	05/10/2021	45.41	45.41	100-40-41775		521	1
307654	2	30765468 CAT LEASE PAYMENT 001-0779542-000	Invoice	03/15/2021	05/10/2021	45.42	45.42	200-60-41775		521	1
307654	3	30765468 CAT LEASE PAYMENT 001-0779542-000	Invoice	03/15/2021	05/10/2021	45.42	45.42	210-70-41775		521	1
307842	1	30784228 CAT LEASE PAYMENT - 001-0965577-00	Invoice	03/15/2021	05/10/2021	22,189.08	22,189.08	100-40-41775		521	1
Total 50333 CATERPILLAR FINANCIAL SERVICES CORP:						22,325.33	22,325.33				
50474 CENTURY CONTRACTORS INC.											
APPLI	1	Hailey Fire Station rehab Application 2	Invoice	04/25/2021	05/10/2021	93,668.00	93,668.00	160-56-41549	18.55.0003.1	521	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 50474 CENTURY CONTRACTORS INC.:						93,668.00	93,668.00				
6056 CENTURY LINK											
04/22/2	1	9814 260B	Invoice	04/22/2021	05/10/2021	82.06	82.06	100-15-41713		521	1
04/22/2	2	9814 260B	Invoice	04/22/2021	05/10/2021	82.06	82.06	200-15-41713		521	1
04/22/2	3	9814 260B	Invoice	04/22/2021	05/10/2021	82.06	82.06	210-15-41713		521	1
04/22/2	4	9814 260B	Invoice	04/22/2021	05/10/2021	82.06	82.06	100-25-41713		521	1
04/22/2	5	9814 260B	Invoice	04/22/2021	05/10/2021	82.06	82.06	100-20-41713		521	1
04/22/2	6	9814 260B- 33.33%	Invoice	04/22/2021	05/10/2021	27.35	27.35	100-42-41713		521	1
04/22/2	7	9814 260B- 33.33%	Invoice	04/22/2021	05/10/2021	27.35	27.35	200-42-41713		521	1
04/22/2	8	9814 260B- 33.33%	Invoice	04/22/2021	05/10/2021	27.35	27.35	210-42-41713		521	1
04/22/2	9	2211-125b treatment plant	Invoice	04/22/2021	05/10/2021	57.94	57.94	210-70-41713		521	1
04/22/2	10	2211-125B Water Dept	Invoice	04/22/2021	05/10/2021	57.94	57.94	200-60-41713		521	1
04/22/2	11	3147 220B HFD	Invoice	04/22/2021	05/10/2021	74.42	74.42	100-55-41713		521	1
04/22/2	12	6566 569B Police Dept	Invoice	04/22/2021	05/10/2021	57.94	57.94	100-25-41713		521	1
04/22/2	13	5965-737B STREET SHOP	Invoice	04/22/2021	05/10/2021	62.50	62.50	100-40-41713		521	1
Total 6056 CENTURY LINK:						803.09	803.09				
644 CITY OF HAILEY PETTY CASH											
235063	1	Record Sunbeam Water rights deed	Invoice	04/28/2021	05/10/2021	15.00	15.00	200-60-41215		521	1
Total 644 CITY OF HAILEY PETTY CASH:						15.00	15.00				
670 CITY OF HAILEY W&S DEPT											
APRIL	1	CITY OF HAILEY STREET SHOP	Invoice	04/30/2021	05/10/2021	690.32	690.32	100-40-41717		521	1
APRIL	2	CITY OF HAILEY INTER CENTER	Invoice	04/30/2021	05/10/2021	41.45	41.45	100-10-41717		521	1
APRIL	3	CITY OF HAILEY RODEO FROST	Invoice	04/30/2021	05/10/2021	11.42	11.42	100-50-41617		521	1
APRIL	4	CITY OF HAILEY RODEO PARK	Invoice	04/30/2021	05/10/2021	27.61	27.61	100-50-41617		521	1
APRIL	5	CITY OF HAILEY CITY HALL	Invoice	04/30/2021	05/10/2021	46.20	46.20	100-42-41717		521	1
APRIL	6	CITY OF HAILEY CITY HALL	Invoice	04/30/2021	05/10/2021	46.20	46.20	200-42-41717		521	1
APRIL	7	CITY OF HAILEY CITY HALL	Invoice	04/30/2021	05/10/2021	46.20	46.20	210-42-41717		521	1
APRIL	8	CITY OF HAILEY POLICE DEPT	Invoice	04/30/2021	05/10/2021	72.55	72.55	100-25-41717		521	1
APRIL	9	CITY OF HAILEY FIRE DEPARTMENT	Invoice	04/30/2021	05/10/2021	49.60	49.60	100-55-41717		521	1
APRIL	10	CITY OF HAILEY TREATMENT PL	Invoice	04/30/2021	05/10/2021	71.84	71.84	200-60-41717		521	1
APRIL	11	CITY OF HAILEY TREATMENT PL	Invoice	04/30/2021	05/10/2021	71.84	71.84	210-70-41717		521	1
APRIL	12	CITY PARKING LOT- IRRIGATION	Invoice	04/30/2021	05/10/2021	3.18	3.18	100-50-41717		521	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 670 CITY OF HAILEY W&S DEPT :						1,178.41	1,178.41				
2954 CLEAR CREEK DISPOSAL -PARKS											
000141	1	0001412458 PORT REST SKATE PARK APRIL 2021	Invoice	04/26/2021	05/10/2021	128.50	128.50	100-50-41403		521	1
Total 2954 CLEAR CREEK DISPOSAL -PARKS:						128.50	128.50				
5961 CLEARWATER POWER EQUIPMENT LLC											
5821	1	Inv # 5821 Labor for sharpening chains	Invoice	05/04/2021	05/10/2021	29.97	29.97	100-55-41405		521	1
Total 5961 CLEARWATER POWER EQUIPMENT LLC:						29.97	29.97				
337 COPY & PRINT LLC											
106468	1	#106468 BUSINESS CARDS FOR SGT. COX	Invoice	04/22/2021	05/10/2021	70.00	70.00	100-25-41215		521	1
106841	1	#106841 THUMB DRIVES FOR HPD	Invoice	04/22/2021	05/10/2021	24.63	24.63	100-25-41215		521	1
Total 337 COPY & PRINT LLC:						94.63	94.63				
2808 CORE & MAIN LP											
N83752	1	#N837528 REPLACEMENT BATTERY FOR PRV ME	Invoice	04/15/2021	05/10/2021	286.76	286.76	200-60-41401		521	1
N94586	1	#N945864 5/8" METER REGISTERS	Invoice	04/15/2021	05/10/2021	511.28	511.28	220-65-41403	20.60.0003.1	521	1
N94586	2	#N945864 2" METER REGISTERS	Invoice	04/15/2021	05/10/2021	1,022.56	1,022.56	220-65-41403	20.60.0003.1	521	1
N94586	3	#N945864 3" METER REGISTERS	Invoice	04/15/2021	05/10/2021	255.64	255.64	220-65-41403	20.60.0003.1	521	1
Total 2808 CORE & MAIN LP:						2,076.24	2,076.24				
2103 CORWIN, CHRIS											
18 CO	1	18 - GIS SERVICES - WATER	Invoice	03/17/2021	05/10/2021	200.00	200.00	200-60-41313		521	1
19	1	Invoice# 19	Invoice	04/16/2021	05/10/2021	400.00	400.00	100-20-41313		521	1
Total 2103 CORWIN, CHRIS:						600.00	600.00				
3094 ENERGY LABORATORIES, INC.											
389010	1	389010 LAB TESTING WW	Invoice	04/26/2021	05/10/2021	67.00	67.00	210-70-41795		521	1
Total 3094 ENERGY LABORATORIES, INC.:						67.00	67.00				
297 EVANS PLUMBING, INC.											
111540	1	111540 City Hall Women RR - North- Toilet Leak Rep	Invoice	04/21/2021	05/10/2021	84.00	84.00	100-42-41413		521	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
111540	2	111540 City Hall Women RR - North- Toilet Leak Rep	Invoice	04/21/2021	05/10/2021	84.01	84.01	200-42-41413		521	1
111540	3	111540 City Hall Women RR - North- Toilet Leak Rep	Invoice	04/21/2021	05/10/2021	84.01	84.01	210-42-41413		521	1
Total 297 EVANS PLUMBING, INC.:						252.02	252.02				
2628 FASTENAL COMPANY											
IDJER9	1	IDJER96352 FILTER PANEL 24X24X2 WW	Invoice	04/19/2021	05/10/2021	189.50	189.50	210-70-41413		521	1
Total 2628 FASTENAL COMPANY:						189.50	189.50				
1464 FISHER'S FINANCE INC											
291850	1	29185073 Copies 2/20-3/19/2021	Invoice	04/21/2021	05/10/2021	464.91	464.91	100-45-41323		521	1
Total 1464 FISHER'S FINANCE INC:						464.91	464.91				
5909 FUGATE, JANET											
P&Z ST	1	P&Z Stipend 04/19/21	Invoice	04/19/2021	05/10/2021	56.25	56.25	100-10-41313		521	1
P&Z ST	2	P&Z Stipend	Invoice	04/19/2021	05/10/2021	28.12	28.12	200-10-41313		521	1
P&Z ST	3	P&Z Stipend 2	Invoice	04/19/2021	05/10/2021	28.13	28.13	210-10-41313		521	1
Total 5909 FUGATE, JANET:						112.50	112.50				
5865 IDAHO DEPARTMENT OF LABOR											
1ST Q	1	UNEMPLOYMENT 1ST Q 2021	Invoice	04/29/2021	05/10/2021	1,294.87	1,294.87	100-50-41128		521	1
Total 5865 IDAHO DEPARTMENT OF LABOR:						1,294.87	1,294.87				
671 IDAHO LUMBER & HARDWARE											
859404	1	859404 CABLETIES	Invoice	04/20/2021	05/10/2021	12.99	12.99	100-50-41403		521	1
859557	1	859557 PLIERS	Invoice	04/21/2021	05/10/2021	37.98	37.98	100-50-41403		521	1
859572	1	859572 RAIN BOOTS- IRRIGATION	Invoice	04/21/2021	05/10/2021	22.99	22.99	100-50-41403		521	1
860806	1	Inv # 860806 couple inserts	Invoice	04/29/2021	05/10/2021	1.39	1.39	100-55-41415		521	1
Total 671 IDAHO LUMBER & HARDWARE:						75.35	75.35				
22433 IDAHO POWER											
04/29/2	1	IP Acct#2204837906 STREET	Invoice	04/29/2021	05/10/2021	1,608.55	1,608.55	100-40-41715		521	1
04/29/2	2	IP Acct#2204935643 STREET -1811 MERLIN LOO	Invoice	04/29/2021	05/10/2021	893.88	893.88	100-40-41717		521	1
04/29/2	3	IP Acct#2204935643 HFD	Invoice	04/29/2021	05/10/2021	229.04	229.04	100-55-41717		521	1
04/29/2	4	IP Acct#2204935643 LIBRARY	Invoice	04/29/2021	05/10/2021	431.18	431.18	100-45-41717		521	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
04/29/2	5	IP Acct#2204935643 /33%	Invoice	04/29/2021	05/10/2021	215.68	215.68	100-42-41717		521	1
04/29/2	6	IP Acct#2204935643 /33%	Invoice	04/29/2021	05/10/2021	215.68	215.68	200-42-41717		521	1
04/29/2	7	IP Acct#2204935643 /33%	Invoice	04/29/2021	05/10/2021	215.68	215.68	210-42-41717		521	1
04/29/2	8	IP Acct#2204637769 W WATER	Invoice	04/29/2021	05/10/2021	9,057.04	9,057.04	210-70-41717		521	1
04/29/2	9	IP Acct#22062003362 Water	Invoice	04/29/2021	05/10/2021	3,953.68	3,953.68	200-60-41717		521	1
04/29/2	10	IP Acct#2206105138 STREET	Invoice	04/29/2021	05/10/2021	64.42	64.42	100-40-41715		521	1
04/29/2	11	IP Acct#2207611134 STREET - 89 CROY RD	Invoice	04/29/2021	05/10/2021	5.16	5.16	100-40-41715		521	1
04/29/2	12	IP Acct#2220558932 LIONS/11 CROY CREEK	Invoice	04/29/2021	05/10/2021	16.50	16.50	100-40-41717		521	1
Total 22433 IDAHO POWER:						16,906.49	16,906.49				
138 IDAHO RURAL WATER ASSOC.											
17633	1	17633 WW CONFERENCE _ MIKE	Invoice	02/16/2021	05/10/2021	295.00	295.00	210-70-41723		521	1
E14757	1	E14757-667373 2021 SPRING CONFERENCE WW	Invoice	04/27/2021	05/10/2021	295.00	295.00	210-70-41723		521	1
Total 138 IDAHO RURAL WATER ASSOC. :						590.00	590.00				
612 INGRAM BOOK COMPANY											
523965	1	52396503	Invoice	04/12/2021	05/10/2021	16.79	16.79	100-45-41535		521	1
523965	1	52396504	Invoice	04/12/2021	05/10/2021	15.67	15.67	100-45-41535		521	1
523965	1	52396505	Invoice	04/12/2021	05/10/2021	59.16	59.16	100-45-41535		521	1
524408	1	52440887	Invoice	04/14/2021	05/10/2021	29.22	29.22	100-45-41535		521	1
524408	1	52440888	Invoice	04/14/2021	05/10/2021	22.57	22.57	100-45-41535		521	1
524408	1	52440889	Invoice	04/14/2021	05/10/2021	63.98	63.98	100-45-41535		521	1
524673	1	52467300	Invoice	04/15/2021	05/10/2021	18.20	18.20	100-45-41535		521	1
524673	1	52467301	Invoice	04/15/2021	05/10/2021	21.26	21.26	100-45-41535		521	1
525117	1	52511760	Invoice	04/19/2021	05/10/2021	61.59	61.59	100-45-41535		521	1
525117	1	52511761	Invoice	04/19/2021	05/10/2021	58.79	58.79	100-45-41535		521	1
525117	1	52511762	Invoice	04/19/2021	05/10/2021	19.13	19.13	100-45-41535		521	1
525117	1	52511763	Invoice	04/19/2021	05/10/2021	10.07	10.07	100-45-41535		521	1
525117	1	52511764	Invoice	04/19/2021	05/10/2021	14.47	14.47	100-45-41535		521	1
525117	1	52511765	Invoice	04/19/2021	05/10/2021	89.49	89.49	100-45-41535		521	1
525117	1	52511766	Invoice	04/19/2021	05/10/2021	68.02	68.02	100-45-41535		521	1
525117	1	52511767	Invoice	04/19/2021	05/10/2021	25.54	25.54	100-45-41535		521	1
525117	1	52511768	Invoice	04/19/2021	05/10/2021	5.79	5.79	100-45-41535		521	1
525117	1	52511769	Invoice	04/19/2021	05/10/2021	51.80	51.80	100-45-41535		521	1
525117	1	52511770	Invoice	04/19/2021	05/10/2021	41.96	41.96	100-45-41535		521	1
525117	1	52511771	Invoice	04/19/2021	05/10/2021	56.29	56.29	100-45-41535		521	1
525345	1	52534532	Invoice	04/20/2021	05/10/2021	5.03	5.03	100-45-41535		521	1
525345	1	52534533	Invoice	04/20/2021	05/10/2021	14.07	14.07	100-45-41535		521	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
525614	1	52561484	Invoice	04/21/2021	05/10/2021	11.59	11.59	100-45-41535		521	1
525614	1	52561485	Invoice	04/21/2021	05/10/2021	10.43	10.43	100-45-41535		521	1
525614	1	52561486	Invoice	04/21/2021	05/10/2021	15.68	15.68	100-45-41535		521	1
525614	1	52561487	Invoice	04/21/2021	05/10/2021	13.79	13.79	100-45-41535		521	1
525614	1	52561488	Invoice	04/21/2021	05/10/2021	15.11	15.11	100-45-41535		521	1
525614	1	52561489	Invoice	04/21/2021	05/10/2021	15.11	15.11	100-45-41535		521	1
526013	1	52601301	Invoice	04/23/2021	05/10/2021	31.33	31.33	100-45-41535		521	1
526013	1	52601302	Invoice	04/23/2021	05/10/2021	16.21	16.21	100-45-41535		521	1
526013	1	52601303	Invoice	04/23/2021	05/10/2021	16.23	16.23	100-45-41535		521	1
526013	1	52601304	Invoice	04/23/2021	05/10/2021	48.71	48.71	100-45-41535		521	1
526013	1	52601305	Invoice	04/23/2021	05/10/2021	30.73	30.73	100-45-41535		521	1
526013	1	52601306	Invoice	04/23/2021	05/10/2021	16.80	16.80	100-45-41535		521	1
526013	1	52601307	Invoice	04/23/2021	05/10/2021	46.44	46.44	100-45-41535		521	1
526013	1	52601308	Invoice	04/23/2021	05/10/2021	11.19	11.19	100-45-41535		521	1
526013	1	52601309	Invoice	04/23/2021	05/10/2021	75.55	75.55	100-45-41535		521	1
526013	1	52601310	Invoice	04/23/2021	05/10/2021	87.39	87.39	100-45-41535		521	1
526998	1	52699895	Invoice	04/29/2021	05/10/2021	15.68	15.68	100-45-41535		521	1
526998	1	52699896	Invoice	04/29/2021	05/10/2021	31.92	31.92	100-45-41535		521	1
526998	1	52699897	Invoice	04/29/2021	05/10/2021	17.98	17.98	100-45-41535		521	1
526998	1	52699898	Invoice	04/29/2021	05/10/2021	21.39	21.39	100-45-41535		521	1
526998	1	52699899	Invoice	04/29/2021	05/10/2021	47.59	47.59	100-45-41535		521	1
526999	1	52699900	Invoice	04/29/2021	05/10/2021	95.99	95.99	100-45-41535		521	1
Total 612 INGRAM BOOK COMPANY:						1,461.73	1,461.73				
229 INTEGRATED TECHNOLOGIES											
164637	1	#164637 SHARP MX 2310U HPD PRINTER	Invoice	04/19/2021	05/10/2021	80.53	80.53	100-25-41411		521	1
164957	1	Invoice# 164957	Invoice	04/24/2021	05/10/2021	231.43	231.43	100-20-41323		521	1
Total 229 INTEGRATED TECHNOLOGIES:						311.96	311.96				
384 INTERMOUNTAIN GAS COMPANY											
04/23/2	1	meter 536199 P/W 33.3%	Invoice	04/23/2021	05/10/2021	7.54	7.54	100-42-41717		521	1
04/23/2	2	meter 536199 P/W 33.3%	Invoice	04/23/2021	05/10/2021	7.54	7.54	200-42-41717		521	1
04/23/2	3	meter 536199 P/W 33.3%	Invoice	04/23/2021	05/10/2021	7.54	7.54	210-42-41717		521	1
04/23/2	4	METER 536199 library	Invoice	04/23/2021	05/10/2021	22.63	22.63	100-42-41717		521	1
04/23/2	5	meter 520352 PW 1241 WAR EAGLE	Invoice	04/23/2021	05/10/2021	9.79	9.79	100-50-41717		521	1
04/23/2	6	meter 223166 4297 Glenbrook Shop	Invoice	04/23/2021	05/10/2021	113.42	113.42	210-70-41717		521	1
04/23/2	7	Meter 629802, HPD 311 E Cedar	Invoice	04/23/2021	05/10/2021	324.69	324.69	100-25-41717		521	1
04/23/2	8	meter 517964 Woodside Treatment Plant	Invoice	04/23/2021	05/10/2021	9.79	9.79	210-70-41717		521	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
04/23/2	9	meter 223157 4297 Glenbrook A	Invoice	04/23/2021	05/10/2021	101.78	101.78	210-70-41717		521	1
04/23/2	10	meter 634547 4297 Glenbrook Bio-Solids	Invoice	04/23/2021	05/10/2021	302.42	302.42	210-70-41717		521	1
04/23/2	11	meter 475252 WW Treatment Plant	Invoice	04/23/2021	05/10/2021	211.26	211.26	210-70-41717		521	1
04/23/2	12	meter 529797 STREET 1811 Merlin LP	Invoice	04/23/2021	05/10/2021	249.41	249.41	100-40-41717		521	1
04/23/2	13	meter 475481 HFD 617 S 3rd Ave	Invoice	04/23/2021	05/10/2021	63.54	63.54	100-55-41717		521	1
Total 384 INTERMOUNTAIN GAS COMPANY:						1,431.35	1,431.35				
330 JANE'S ARTIFACTS											
051310	1	Office Supplies Invoice#051310	Invoice	04/20/2021	05/10/2021	45.29	45.29	100-20-41211		521	1
051458	1	#051458 11X17 case of paper	Invoice	05/03/2021	05/10/2021	31.65	31.65	100-15-41215		521	1
051458	2	#051458 11X17 case of paper	Invoice	05/03/2021	05/10/2021	31.65	31.65	200-15-41215		521	1
051458	3	#051458 11X17 case of paper	Invoice	05/03/2021	05/10/2021	31.65	31.65	210-15-41215		521	1
051461	1	#051461 11x17 ream of paper	Invoice	05/03/2021	05/10/2021	5.67	5.67	100-15-41215		521	1
051461	2	#051461 11x17 ream of paper	Invoice	05/03/2021	05/10/2021	5.66	5.66	200-15-41215		521	1
051461	3	#051461 11x17 ream of paper	Invoice	05/03/2021	05/10/2021	5.66	5.66	210-15-41215		521	1
Total 330 JANE'S ARTIFACTS:						157.23	157.23				
1065 JOE'S BACKHOE SERVICES INC											
239627	1	#239627 531 EUREKA DR. SERVICE LINE REPAIR	Invoice	04/05/2021	05/10/2021	2,289.00	2,289.00	200-60-41403		521	1
Total 1065 JOE'S BACKHOE SERVICES INC:						2,289.00	2,289.00				
4542 KETCHUM COMPUTERS											
17928	1	# 17928 Admin - Monthly updates, 8x8 phone setup,	Invoice	04/30/2021	05/10/2021	272.24	272.24	100-15-41313		521	1
17928	2	# 17928 Admin - Monthly updates, 8x8 phone setup,	Invoice	04/30/2021	05/10/2021	272.24	272.24	200-15-41313		521	1
17928	3	# 17928 Admin - Monthly updates, 8x8 phone setup,	Invoice	04/30/2021	05/10/2021	272.23	272.23	210-15-41313		521	1
17928	4	# 17928 Comm Dev - Jessie SharePoint migration an	Invoice	04/30/2021	05/10/2021	139.50	139.50	100-20-41313		521	1
17928	5	# 17928 P.W. - Brian SharePoint connection and walk	Invoice	04/30/2021	05/10/2021	38.75	38.75	100-42-41313		521	1
17928	6	# 17928 P.W. - Brian SharePoint connection and walk	Invoice	04/30/2021	05/10/2021	38.75	38.75	200-42-41313		521	1
17928	7	# 17928 P.W. - Brian SharePoint connection and walk	Invoice	04/30/2021	05/10/2021	38.75	38.75	210-42-41313		521	1
17928	8	# 17928 WW - After hours cell phone setup and confi	Invoice	04/30/2021	05/10/2021	155.00	155.00	210-70-41313		521	1
17928	9	# 17928 Parks - Rainbird rep meeting & equipment, S	Invoice	04/30/2021	05/10/2021	271.25	271.25	100-50-41313		521	1
17928	10	# 17928 HPD - Watchguard maintenance, warranty re	Invoice	04/30/2021	05/10/2021	232.50	232.50	100-25-41313		521	1
Total 4542 KETCHUM COMPUTERS:						1,731.21	1,731.21				
386 L.L. GREENS											
A61894	1	A618948 KNEEPADS PARKS IRRIGATION	Invoice	04/21/2021	05/10/2021	29.99	29.99	100-50-41403		521	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
A61913	1	A619139 MEASURING TAPE	Invoice	04/22/2021	05/10/2021	3.33	3.33	100-42-41215		521	1
A61913	2	A619139 MEASURING TAPE	Invoice	04/22/2021	05/10/2021	3.33	3.33	200-42-41215		521	1
A61913	3	A619139 MEASURING TAPE	Invoice	04/22/2021	05/10/2021	3.33	3.33	210-42-41215		521	1
Total 386 L.L. GREENS :						39.98	39.98				
928 MAGIC VALLEY LABS, INC.											
19960	1	19960 SAMPLES TESTING WW	Invoice	04/28/2021	05/10/2021	548.00	548.00	210-70-41795		521	1
Total 928 MAGIC VALLEY LABS, INC.:						548.00	548.00				
390 METROQUIP, INC.											
P08954	1	P08954 WATER VALVE ASSEMBLY, BLUE WATER F	Invoice	04/13/2021	05/10/2021	294.85	294.85	100-40-41405		521	1
P09105	1	p09105 6-3/8"X21" po/c W5 B	Invoice	04/20/2021	05/10/2021	521.47	521.47	100-40-41405		521	1
Total 390 METROQUIP, INC.:						816.32	816.32				
4495 MIDWEST TAPE											
500269	1	500269646 library materials 4.8.21	Invoice	04/08/2021	05/10/2021	71.21	71.21	100-45-41535		521	1
500269	1	500269647 library materials 4.8.21	Invoice	04/08/2021	05/10/2021	39.99	39.99	100-45-41535		521	1
500309	1	500309815 library materials 4.15.21	Invoice	04/15/2021	05/10/2021	59.98	59.98	100-45-41535		521	1
500341	1	500341191 library materials 4.22.21	Invoice	04/22/2021	05/10/2021	84.98	84.98	100-45-41535		521	1
500341	1	500341193 library materials 4.22.21	Invoice	04/22/2021	05/10/2021	59.97	59.97	100-45-41535		521	1
500356	1	500356071 library materials 4.26.21	Invoice	04/26/2021	05/10/2021	43.48	43.48	100-45-41535		521	1
500367	1	500367522 library materials 4.28.21	Invoice	04/28/2021	05/10/2021	71.72	71.72	100-45-41535		521	1
Total 4495 MIDWEST TAPE:						431.33	431.33				
2367 MSC INDUSTRIAL SUPPLY CO.											
798320	1	79832013 MISC SHOP SUPPLIES WW	Invoice	04/16/2021	05/10/2021	137.80	137.80	210-70-41421		521	1
798320	1	79832033 MISC SHOP SUPPLIES WW	Invoice	04/15/2021	05/10/2021	662.73	662.73	210-70-41423		521	1
820253	1	82025353 12"X3/8" BUSHING WW	Invoice	04/22/2021	05/10/2021	31.98	31.98	210-70-41421		521	1
Total 2367 MSC INDUSTRIAL SUPPLY CO.:						832.51	832.51				
251 NAPA AUTO PARTS											
053575	1	#053575 OIL	Invoice	04/15/2021	05/10/2021	41.88	41.88	200-60-41415		521	1
Total 251 NAPA AUTO PARTS:						41.88	41.88				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
1932 NATIONAL HOSE TESTING SPECIALTIES INC											
50056	1	Inv # 50056 fire hose testing, ladder, heat sensors	Invoice	05/03/2021	05/10/2021	2,353.25	2,353.25	100-55-41405		521	1
Total 1932 NATIONAL HOSE TESTING SPECIALTIES INC:						2,353.25	2,353.25				
307 NORTH CENTRAL LABORATORIES											
453734	1	453734 QA/QC STANDARD WW	Invoice	04/26/2021	05/10/2021	47.86	47.86	210-70-41795		521	1
Total 307 NORTH CENTRAL LABORATORIES:						47.86	47.86				
50298 O'REILLY AUTO PARTS											
4635-1	1	#4635-157722 CAPSULE FOR HPD VEHICLE	Invoice	04/12/2021	05/10/2021	55.38	55.38	100-25-41415		521	1
4635-1	1	#4635-157724 WIPER BLADE FOR HPD VEHICLES	Invoice	04/12/2021	05/10/2021	25.62	25.62	100-25-41415		521	1
4635-1	1	Inv # 4635-161036	Invoice	04/29/2021	05/10/2021	19.99	19.99	100-55-41415		521	1
Total 50298 O'REILLY AUTO PARTS:						100.99	100.99				
6217 OVERDRIVE											
03040D	1	03040DA21182967 Adv electronic books	Invoice	04/27/2021	05/10/2021	102.50	102.50	100-45-41535		521	1
Total 6217 OVERDRIVE:						102.50	102.50				
346 PARKER, MIKE											
IRWA 2	1	MEALS - PER DIEM - IRWA 2021 CONFERENCE	Invoice	03/23/2021	05/10/2021	171.50	171.50	210-70-41724		521	1
Total 346 PARKER, MIKE:						171.50	171.50				
377 PITNEYBOWES GLOBAL FINANCIAL SERVICE LLC											
331340	1	# 3313401794 Green DM400C Mailing System	Invoice	04/23/2021	05/10/2021	140.07	140.07	100-15-41775		521	1
331340	2	# 3313401794 Green DM400C Mailing System	Invoice	04/23/2021	05/10/2021	140.07	140.07	200-15-41775		521	1
331340	3	# 3313401794 Green DM400C Mailing System	Invoice	04/23/2021	05/10/2021	140.07	140.07	210-15-41775		521	1
Total 377 PITNEYBOWES GLOBAL FINANCIAL SERVICE LLC:						420.21	420.21				
438 PLATT											
1M940	1	1M94051 PLUG END RIVER PUMP CORD WW	Invoice	04/27/2021	05/10/2021	305.32	305.32	210-70-41403		521	1
Total 438 PLATT:						305.32	305.32				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
8586 POGUE, RICHARD											
P&Z ST	1	P&Z Stipend 04/19/2021	Invoice	04/19/2021	05/10/2021	56.25	56.25	100-10-41313		521	1
P&Z ST	2	P&Z Stipend	Invoice	04/19/2021	05/10/2021	28.12	28.12	200-10-41313		521	1
P&Z ST	3	P&Z Stipend 2	Invoice	04/19/2021	05/10/2021	28.13	28.13	210-10-41313		521	1
Total 8586 POGUE, RICHARD:						112.50	112.50				
1965 PUMP TECH INC											
016865	1	#016859 CL2 PUMP PARTS FOR 3RD AVE.	Invoice	04/08/2021	05/10/2021	544.46	544.46	220-65-41547	21.60.0002.1	521	1
Total 1965 PUMP TECH INC:						544.46	544.46				
4645 ROCK CREEK FIRE DISTRICT											
21-002	1	Inv# 21-002	Invoice	05/04/2021	05/10/2021	100.00	100.00	100-55-41723		521	1
Total 4645 ROCK CREEK FIRE DISTRICT:						100.00	100.00				
5328 RUSCITTO LATHAM BLANTON											
042113	1	Fire Dept Structural rehab Construction observation p	Invoice	04/23/2021	05/10/2021	2,053.38	2,053.38	100-55-41313	18.55.0003.1	521	1
Total 5328 RUSCITTO LATHAM BLANTON:						2,053.38	2,053.38				
4330 SCANLON, OWEN											
P&Z ST	1	P&Z Stipend 04/19/2021	Invoice	04/19/2021	05/10/2021	56.25	56.25	100-10-41313		521	1
P&Z ST	2	P&Z Stipend	Invoice	04/19/2021	05/10/2021	28.12	28.12	200-10-41313		521	1
P&Z ST	3	P&Z Stipend 2	Invoice	04/19/2021	05/10/2021	28.13	28.13	210-10-41313		521	1
Total 4330 SCANLON, OWEN:						112.50	112.50				
2390 SCHINDLER ELEVATOR CORPORATION											
810562	1	8105620794 ELEVATOR QUARTERLY BILLING 05/0	Invoice	05/01/2021	05/10/2021	212.66	212.66	100-42-41325		521	1
810562	2	8105620794 ELEVATOR QUARTERLY BILLING 05/0	Invoice	05/01/2021	05/10/2021	212.66	212.66	200-42-41325		521	1
810562	3	8105620794 ELEVATOR QUARTERLY BILLING 05/0	Invoice	05/01/2021	05/10/2021	212.66	212.66	210-42-41325		521	1
Total 2390 SCHINDLER ELEVATOR CORPORATION:						637.98	637.98				
4910 SHRED-IT USA											
818186	1	document shredding contract inv. 8181864594	Invoice	04/22/2021	05/10/2021	37.48	37.48	100-15-41325		521	1
818186	2	document shredding contract inv. 8181864594	Invoice	04/22/2021	05/10/2021	37.48	37.48	200-15-41325		521	1
818186	3	document shredding contract inv. 8181864594	Invoice	04/22/2021	05/10/2021	37.48	37.48	210-15-41325		521	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 4910 SHRED-IT USA:						112.44	112.44				
1630 SIGMA-ALDRICH RTC											
553328	1	553328623 2021 PT-DMR QA/QC WW	Invoice	04/20/2021	05/10/2021	238.49	238.49	210-70-41795		521	1
553335	1	553335546 2021 PT-DMR QA/QC WW	Invoice	04/20/2021	05/10/2021	80.29	80.29	210-70-41795		521	1
Total 1630 SIGMA-ALDRICH RTC:						318.78	318.78				
5494 SILVER CREEK SUPPLY											
000423	1	0004239654-001 WEBSTONE BRASS BALL VALVE	Invoice	03/11/2021	05/10/2021	111.45	111.45	100-40-41405		521	1
000424	1	0004241372-001 BRASS BALL VALVE	Invoice	03/11/2021	05/10/2021	53.37	53.37	100-40-41405		521	1
000437	1	0004377819-001 DRIP WYE FILTER	Invoice	04/15/2021	05/10/2021	20.35	20.35	100-40-41405		521	1
000440	1	0004402497-001 1800 POP UP HEADS WOODSIDE	Invoice	04/21/2021	05/10/2021	884.47	884.47	100-50-41403		521	1
000441	1	0004413392-001 HUNTER NOZZLES WOODSIDE	Invoice	04/22/2021	05/10/2021	73.10	73.10	100-50-41403		521	1
Total 5494 SILVER CREEK SUPPLY:						1,142.74	1,142.74				
1239 SIMMS, CHRISTOPHER P.											
APRIL	1	professional services April 2021	Invoice	05/01/2021	05/10/2021	3,529.17	3,529.17	100-15-41313		521	1
APRIL	2	professional services April 2021	Invoice	05/01/2021	05/10/2021	3,529.17	3,529.17	200-15-41313		521	1
APRIL	3	professional services April 2021	Invoice	05/01/2021	05/10/2021	3,529.16	3,529.16	210-15-41313		521	1
APRIL	4	professional services April 2021	Invoice	05/01/2021	05/10/2021	131.25	131.25	100-15-41313		521	1
APRIL	5	professional services April 2021	Invoice	05/01/2021	05/10/2021	131.25	131.25	200-15-41313		521	1
APRIL	6	professional services April 2021	Invoice	05/01/2021	05/10/2021	131.25	131.25	210-15-41313		521	1
Total 1239 SIMMS, CHRISTOPHER P.:						10,981.25	10,981.25				
7002 SMITH, DAN											
P&Z ST	1	P&Z Stipend 04/19/2021	Invoice	04/19/2021	05/10/2021	56.25	56.25	100-10-41313		521	1
P&Z ST	2	P&Z Stipend	Invoice	04/19/2021	05/10/2021	28.12	28.12	200-10-41313		521	1
P&Z ST	3	P&Z Stipend 2	Invoice	04/19/2021	05/10/2021	28.13	28.13	210-10-41313		521	1
Total 7002 SMITH, DAN:						112.50	112.50				
1506 STANDARD PLUMBING SUPPLY											
MLY15	1	#MLY155 BRASS PARTS	Invoice	04/19/2021	05/10/2021	26.11	26.11	200-60-41403		521	1
Total 1506 STANDARD PLUMBING SUPPLY :						26.11	26.11				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
50446 STONE, DUSTIN											
P&Z ST	1	P&Z Stipend 04/19/2021	Invoice	04/19/2021	05/10/2021	56.25	56.25	100-10-41313		521	1
P&Z ST	2	P&Z Stipend	Invoice	04/19/2021	05/10/2021	28.12	28.12	200-10-41313		521	1
P&Z ST	3	P&Z Stipend 2	Invoice	04/19/2021	05/10/2021	28.13	28.13	210-10-41313		521	1
Total 50446 STONE, DUSTIN:						112.50	112.50				
283 STRIVE WORKPLACE SOLUTIONS											
WO-40	1	WO-40655-1 OFFICE SUPPLIES WW	Invoice	04/15/2021	05/10/2021	387.92	387.92	210-70-41211		521	1
WO-40	1	WO-40655-2 OFFICE SUPPLIES WW	Invoice	04/16/2021	05/10/2021	3.69	3.69	210-70-41211		521	1
WO-40	1	WO-40655-3 OFFICE SUPPLIES WW	Invoice	04/19/2021	05/10/2021	149.99	149.99	210-70-41211		521	1
WO-40	1	WO-40692 OFFICE SUPPLIES WW	Invoice	04/16/2021	05/10/2021	117.99	117.99	210-70-41211		521	1
Total 283 STRIVE WORKPLACE SOLUTIONS:						659.59	659.59				
6072 THE RIVERSIDE HOTEL											
348712	1	348712 HOTEL STAY MIKE PARKER WW IRWA CO	Invoice	03/23/2021	05/10/2021	342.00	342.00	210-70-41723		521	1
353580	1	HOTEL STAY JOSE AMBRIZ WW IRWA CONFEREN	Invoice	04/29/2021	05/10/2021	342.00	342.00	210-70-41723		521	1
Total 6072 THE RIVERSIDE HOTEL:						684.00	684.00				
2223 THORNTON HEATING & SHEETMETAL INC											
47665	1	47665 HEATER REPAIR HEADWORKS WW	Invoice	04/05/2021	05/10/2021	734.48	734.48	210-70-41413		521	1
Total 2223 THORNTON HEATING & SHEETMETAL INC:						734.48	734.48				
364 TIMES NEWS											
ANNUA	1	164-0020207 Annual Sub 5/5/21-5/3/22	Invoice	05/03/2021	05/10/2021	403.33	403.33	100-45-41735		521	1
Total 364 TIMES NEWS:						403.33	403.33				
2817 UNITED OIL											
560860	1	560860 DELO 400 15/40 OIL	Invoice	03/18/2021	05/10/2021	853.60	853.60	210-70-41719		521	1
963304	1	#963304 GAS FOR HPD VEHICLES	Invoice	04/15/2021	05/10/2021	624.59	624.59	100-25-41719		521	1
963306	1	#963306 PUMPED VEHICLE FUEL W.	Invoice	04/15/2021	05/10/2021	520.38	520.38	200-60-41719		521	1
Total 2817 UNITED OIL:						1,998.57	1,998.57				
22444 USA BLUE BOOK											
560699	1	#560699 DPD REAGENT	Invoice	04/01/2021	05/10/2021	25.33	25.33	200-60-41795		521	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 22444 USA BLUE BOOK:						25.33	25.33				
2020 VALLEY WIDE COOPERATIVE											
47581/	1	3/8/19 47581/9 WORKWEAR	Invoice	03/08/2021	05/10/2021	153.68	153.68	100-40-41703		521	1
Total 2020 VALLEY WIDE COOPERATIVE:						153.68	153.68				
4004 WAXIE SANITARY SUPPLY											
799488	1	79948802 CITY HALL CLEANING SUPPLIES	Invoice	04/16/2021	05/10/2021	12.20	12.20	100-42-41413		521	1
799488	2	79948802 CITY HALL CLEANING SUPPLIES	Invoice	04/16/2021	05/10/2021	12.21	12.21	200-42-41413		521	1
799488	3	79948802 CITY HALL CLEANING SUPPLIES	Invoice	04/16/2021	05/10/2021	12.21	12.21	210-42-41413		521	1
799498	1	79949838 CITY HALL CLEANING SUPPLIES	Invoice	04/16/2021	05/10/2021	16.09	16.09	100-42-41413		521	1
799498	2	79949838 CITY HALL CLEANING SUPPLIES	Invoice	04/16/2021	05/10/2021	16.09	16.09	200-42-41413		521	1
799498	3	79949838 CITY HALL CLEANING SUPPLIES	Invoice	04/16/2021	05/10/2021	16.10	16.10	210-42-41413		521	1
799539	1	79953951 WELCOME CENTER CLEANING SUPPLI	Invoice	04/20/2021	05/10/2021	129.70	129.70	100-50-41603		521	1
799539	1	79953956 library cleaning supplies	Invoice	04/20/2021	05/10/2021	54.52	54.52	100-45-41215		521	1
799539	1	79953980 SHOP CLEANING SUPPLIES	Invoice	04/20/2021	05/10/2021	46.46	46.46	100-40-41413		521	1
799539	1	79953983 CITY HALL CLEANING SUPPLIES	Invoice	04/20/2021	05/10/2021	18.59	18.59	100-42-41413		521	1
799539	2	79953983 CITY HALL CLEANING SUPPLIES	Invoice	04/20/2021	05/10/2021	18.60	18.60	200-42-41413		521	1
799539	3	79953983 CITY HALL CLEANING SUPPLIES	Invoice	04/20/2021	05/10/2021	18.60	18.60	210-42-41413		521	1
799539	1	79953987 CITY HALL CLEANING SUPPLIES	Invoice	04/20/2021	05/10/2021	30.63	30.63	100-42-41413		521	1
799539	2	79953987 CITY HALL CLEANING SUPPLIES	Invoice	04/20/2021	05/10/2021	30.64	30.64	200-42-41413		521	1
799539	3	79953987 CITY HALL CLEANING SUPPLIES	Invoice	04/20/2021	05/10/2021	30.64	30.64	210-42-41413		521	1
799568	1	#79956898 RESTROOM HAND TOWELS	Invoice	04/21/2021	05/10/2021	57.37	57.37	100-25-41215		521	1
799569	1	79956901 latex gloves	Invoice	04/21/2021	05/10/2021	5.85	5.85	100-45-41215		521	1
Total 4004 WAXIE SANITARY SUPPLY:						526.50	526.50				
759 WHITE CLOUD COMMUNICATIONS INC											
99164	1	Inv # 99164 New pagers	Invoice	04/26/2021	05/10/2021	1,066.50	1,066.50	100-55-41713		521	1
Total 759 WHITE CLOUD COMMUNICATIONS INC:						1,066.50	1,066.50				
399 WOOD RIVER WELDING INC											
178948	1	178948 REPAIR	Invoice	03/08/2021	05/10/2021	87.00	87.00	100-40-41405		521	1
179042	1	179042 FLAT BAR	Invoice	03/18/2021	05/10/2021	1,086.00	1,086.00	100-40-41405		521	1
179090	1	179090 HIGH PRESSURE HOSE REPAIR WW	Invoice	03/29/2021	05/10/2021	20.10	20.10	210-70-41423		521	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 399 WOOD RIVER WELDING INC:						1,193.10	1,193.10				
Total :						183,986.09	183,986.09				
Grand Totals:						183,986.09	183,986.09				

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-10-41313	281.25	.00	281.25
100-10-41717	41.45	.00	41.45
100-15-41215	83.65	.00	83.65
100-15-41313	3,932.66	.00	3,932.66
100-15-41325	37.48	.00	37.48
100-15-41713	231.79	.00	231.79
100-15-41775	140.07	.00	140.07
100-20-41211	45.29	.00	45.29
100-20-41313	539.50	.00	539.50
100-20-41323	231.43	.00	231.43
100-20-41713	196.25	.00	196.25
100-25-41215	152.00	.00	152.00
100-25-41313	232.50	.00	232.50
100-25-41411	80.53	.00	80.53
100-25-41415	81.00	.00	81.00
100-25-41713	396.81	.00	396.81
100-25-41717	397.24	.00	397.24
100-25-41719	624.59	.00	624.59
100-40-41405	2,174.49	159.71-	2,014.78
100-40-41413	46.46	.00	46.46
100-40-41703	153.68	.00	153.68
100-40-41713	148.28	.00	148.28
100-40-41715	1,678.13	.00	1,678.13
100-40-41717	1,850.11	.00	1,850.11
100-40-41775	22,234.49	.00	22,234.49
100-42-41215	3.33	.00	3.33

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-42-41313	38.75	.00	38.75
100-42-41325	212.66	.00	212.66
100-42-41413	161.51	.00	161.51
100-42-41713	46.39	.00	46.39
100-42-41717	292.05	.00	292.05
100-45-41215	73.85	.00	73.85
100-45-41323	464.91	.00	464.91
100-45-41325	1,703.54	.00	1,703.54
100-45-41535	2,040.81	.00	2,040.81
100-45-41539	199.00	.00	199.00
100-45-41713	342.58	.00	342.58
100-45-41717	431.18	.00	431.18
100-45-41735	403.33	.00	403.33
100-50-41128	1,294.87	.00	1,294.87
100-50-41313	271.25	.00	271.25
100-50-41403	1,190.02	.00	1,190.02
100-50-41603	129.70	.00	129.70
100-50-41617	39.03	.00	39.03
100-50-41713	28.55	.00	28.55
100-50-41717	12.97	.00	12.97
100-55-41219	212.50	.00	212.50
100-55-41313	2,053.38	.00	2,053.38
100-55-41405	2,383.22	.00	2,383.22
100-55-41415	21.38	.00	21.38
100-55-41713	1,255.11	.00	1,255.11
100-55-41717	342.18	.00	342.18
100-55-41723	100.00	.00	100.00
160-56-41549	93,668.00	.00	93,668.00
200-10-41313	140.60	.00	140.60
200-15-41215	83.64	.00	83.64
200-15-41313	3,932.66	.00	3,932.66
200-15-41325	37.48	.00	37.48
200-15-41713	231.79	.00	231.79
200-15-41775	140.07	.00	140.07
200-42-41215	3.33	.00	3.33
200-42-41313	38.75	.00	38.75
200-42-41325	212.66	.00	212.66
200-42-41413	161.55	.00	161.55

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
200-42-41713	46.39	.00	46.39
200-42-41717	269.42	.00	269.42
200-60-41211	159.98	.00	159.98
200-60-41215	15.00	.00	15.00
200-60-41313	200.00	.00	200.00
200-60-41401	286.76	.00	286.76
200-60-41403	2,315.11	.00	2,315.11
200-60-41415	41.88	.00	41.88
200-60-41703	309.23	.00	309.23
200-60-41713	172.13	.00	172.13
200-60-41717	4,025.52	.00	4,025.52
200-60-41719	520.38	.00	520.38
200-60-41775	45.42	.00	45.42
200-60-41795	25.33	.00	25.33
210-10-41313	140.65	.00	140.65
210-15-41215	83.63	.00	83.63
210-15-41313	3,932.64	.00	3,932.64
210-15-41325	37.48	.00	37.48
210-15-41713	231.80	.00	231.80
210-15-41775	140.07	.00	140.07
210-42-41215	3.33	.00	3.33
210-42-41313	38.75	.00	38.75
210-42-41325	212.66	.00	212.66
210-42-41413	161.56	.00	161.56
210-42-41713	46.38	.00	46.38
210-42-41717	269.42	.00	269.42
210-70-41211	659.59	.00	659.59
210-70-41313	155.00	.00	155.00
210-70-41403	305.32	.00	305.32
210-70-41413	923.98	.00	923.98
210-70-41421	169.78	.00	169.78
210-70-41423	682.83	.00	682.83
210-70-41703	1,022.71	.00	1,022.71
210-70-41713	286.33	.00	286.33
210-70-41717	9,867.55	.00	9,867.55
210-70-41719	853.60	.00	853.60
210-70-41723	1,274.00	.00	1,274.00
210-70-41724	343.00	.00	343.00

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
210-70-41747	100.48	.00	100.48
210-70-41775	45.42	.00	45.42
210-70-41795	981.64	.00	981.64
220-65-41403	1,789.48	.00	1,789.48
220-65-41547	544.46	.00	544.46
Grand Totals:	<u>184,145.80</u>	<u>159.71-</u>	<u>183,986.09</u>

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
05/21	184,145.80	159.71-	183,986.09
Grand Totals:	<u>184,145.80</u>	<u>159.71-</u>	<u>183,986.09</u>

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 5/10/21 **DEPARTMENT:** PW **DEPT. HEAD SIGNATURE:** BY

SUBJECT: Parks Division autonomous mowing presentation; mowers to be installed and utilized in two parks summer 2021.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Sawtooth Wood Products has agreed to provide a demonstration mower, a Stihl iMOW, which will mow autonomously at McKercher Park. The City will be responsible for correcting errors and disruptions to the mower. The City has also purchased a Husqvarna Automower for \$3,100 that will mow at Keefer Park. Both are battery operated, have a charging station and work within an installed wire boundary on a predetermined schedule controlled by a smart phone app. These mowers are intended to efficiently assist in the maintenance of these parks.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Caselle

Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments: _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

- | | | |
|---|--|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library | <input type="checkbox"/> Benefits Committee |
| <input type="checkbox"/> City Attorney | <input type="checkbox"/> Mayor | <input type="checkbox"/> Streets |
| <input type="checkbox"/> City Clerk | <input type="checkbox"/> Planning | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Building | <input type="checkbox"/> Police | _____ |
| <input type="checkbox"/> Engineer | <input type="checkbox"/> Public Works, Parks | _____ |
| <input type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Parks Division autonomous mowing presentation; mowers to be installed and utilized in two parks summer 2021.

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

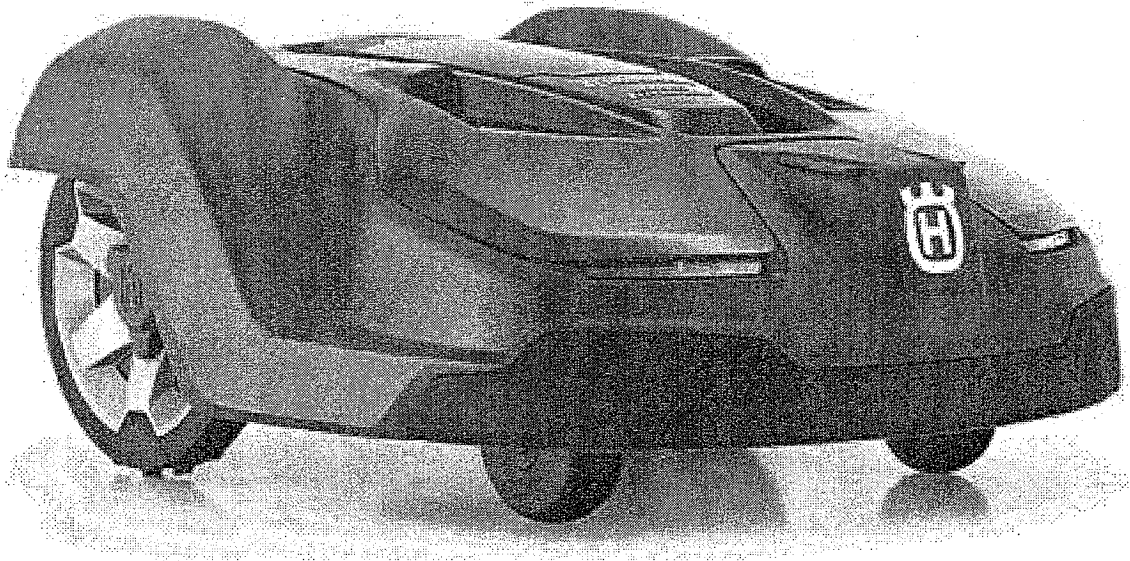
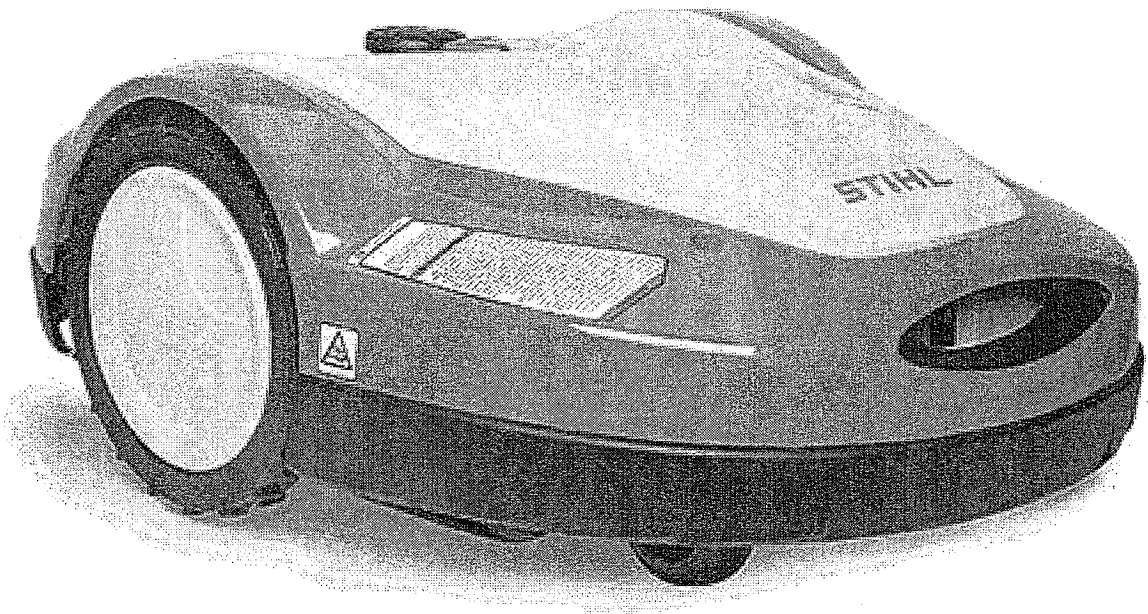
Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record
Copies (all info.): _____
Instrument # _____

*Additional/Exceptional Originals to: _____
Copies (AIS only)



Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/10/2021

DEPARTMENT: CDD

DEPT. HEAD SIGNATURE: LH

SUBJECT: Request by ARCH Community Housing Trust and Blaine County for an extension to the Blaine Manor Subdivision Preliminary Plat for one (1) year.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code Title 16, Subdivisions (IF APPLICABLE)

On May 4, 2020, the Hailey Planning and Zoning Commission approved the Preliminary Plat Application for a subdivision of approximately 2.62 acres to be utilized as a residential development and future redevelopment. The proposal included the development of two (2) lots, located at 706 South Main Street (Lot 3A, Block 1, Hailey Townsite), for thirty (30) senior housing units (to be located on Lot 1) and thirty (30) family housing units (to be located on Lot 2).

Since approval, the Applicant has installed water and wastewater infrastructure, completed rough grading of the site, construction of the building is well underway, and additional infrastructure improvements (landscaping, paving and sidewalks) are expected to be completed in March 2022.

The Hailey Municipal Code stipulates that a Final Plat must be recorded within one year of Preliminary Plat, unless otherwise allowed for in a Phasing Agreement. The Council can grant an extension to this one-year timeline, as noted below:

16.03.030: FINAL PLAT APPROVAL:

A. Time Limitations for Submittal: The Final Plat, prepared by a professional land surveyor, must be submitted within one (1) calendar year from the date of approval of the Preliminary Plat, unless otherwise allowed for within a Phasing Agreement or as otherwise provided herein. Plats not submitted for final approval within one year or according to the Phasing Agreement, shall be considered expired and Preliminary Plat approval shall become null and void. The Council may extend the deadline for submitting the Final Plat upon holding a public hearing.

The Applicant is requesting an extension of the timeline, as all infrastructure improvements will not be sufficiently complete for Final Plat submittal by May 8, 2021. The request is to extend the timeline for submittal until May 4, 2022.

Additionally, this application is a Short Plat Application, which pursuant the Hailey Municipal Code, is only reviewed by the Planning and Zoning Commission. The Final Plat Application will be considered by the Hailey City Council at a subsequent hearing.

Attachments:

- A. Applicant Letter of Extension
- B. PZ Findings of Fact for the Preliminary Plat of Blaine Manor Subdivision, May 8, 2020

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney	___ Finance	___ Licensing	___ Administrator
___ Library	___ Community Development	___ P&Z Commission	___ Building
___ Police	___ Fire Department	___ Engineer	___ W/WW
___ Streets	___ Parks	___ Public Works	___ Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion Language:

Approval: Motion to approve an extension for the time limitation for the submittal of the Final Plat Application by ARCH Community Housing Trust and Blaine County for the Blaine Manor Subdivision, extending that timeline for one (1) year or until May 2022.

Denial: Motion to deny the request to extend the time limitation for the submittal of the Final Plat Application by ARCH Community Housing Trust and Blaine County for the Blaine Manor Subdivision, extending that timeline for one (1) year or until May 2022, citing the following reasons for denial
_____.

Continuation: Motion to continue the request for an extension for the time limitation for the submittal of the Final Plat Application by ARCH Community Housing Trust and Blaine County for the Blaine Manor Subdivision to _____ (Council to insert date).

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt. /Order Originals: Record *Additional/Exceptional Originals to: _____

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney	___ Finance	___ Licensing	___ Administrator
___ Library	___ Community Development	___ P&Z Commission	___ Building
___ Police	___ Fire Department	___ Engineer	___ W/WW
___ Streets	___ Parks	___ Public Works	___ Mayor

GALENA ENGINEERING, INC.

CIVIL ENGINEERING & LAND SURVEYING

April 8, 2021

Lisa Horowitz
City of Hailey
Community Development Director
115 Main St. South
Hailey, Idaho 83333

Re: Blaine Manor Preliminary Plat Extension Request

Dear Lisa,

I am writing on behalf of ARCH Community Housing Trust to request a preliminary plat extension for Blaine Manor Subdivision. Per my records, the preliminary plat Findings of Fact were approved May 4, 2020. Per Chapter 16.03.030 of the City of Hailey Code, the final plat must be submitted within one year of approval of the preliminary plat.

Though construction of the improvements for Blaine Manor Subdivision are well underway, all infrastructure improvements will not be sufficiently complete for final plat submittal by May 8, 2021.

Please consider this the applicant's formal request for an extension.

Sincerely,

Samantha Stahlnecker, P.E.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On April 20, 2020, the Planning and Zoning Commission approved a Preliminary Plat Application by ARCH Community Housing Trust and Blaine County, to be located at Lot 3A, Block 1, Hailey Townsite (706 South Main Street). The proposed subdivision consists of two (2) lots, located at 706 South Main Street (Lot 3A, Block 1, Hailey Townsite), for thirty (30) senior housing units on 47,011 square feet lot (Lot 1) and 30 family units on a 55,289 square foot lot (Lot 2). The total development comprises of 2.62 Acres. This project is located with the Business (B) and Townsite Overlay (TO). ARCH Community Housing and Blaine County are applying for a Planned Unit Development (PUD) Application, a Design Review Application concurrently for Blaine Manor Senior Community Housing and Blaine Manor Family Community Housing. The Design Review application was approved by the Commission on April 6, 2020. The PUD application was recommended for approval by the Commission on the same date, and will be heard by the city council on May 13, 2020.

The Planning and Zoning Commission enters these Findings of Fact, Conclusions of Law and Decision.

Background

ARCH Community Housing Trust and Blaine County have submitted an Application for Subdivision/Preliminary Plat of approximately 2.62 acres to be utilized for residential development and future redevelopment. The proposed subdivision consists of two (2) lots, located at 706 South Main Street (Lot 3A, Block 1, Hailey Townsite), for thirty (30) senior housing units on 47,011 square feet lot (Lot 1) and 30 family units on a 55,289 square foot lot (Lot 2). The surrounding zoning is Business, Limited Residential (LR-1), Limited Business (LB) and General Residential (GR). The proposed project is zoned Business (B).

ARCH Community Housing and Blaine County are applying for a Planned Unit Development (PUD) Application, a Design Review Application concurrently for Blaine Manor Senior Community Housing and Blaine Manor Family Community Housing. The Design Review application was approved by the Commission on April 6, 2020. The PUD application was recommended for approval by the Commission on the same date, and will be heard by the city council on May 13, 2020.

Procedural History

The Application was certified complete on April 13, 2020. A public hearing before the Planning and Zoning Commission for approval or denial of the project will be held on April 20, 2020, in the Hailey City Council Chambers.

Notice

Notice for the public hearing was published in the Idaho Mountain Express on April 1, 2020 and mailed to property owners within 300 feet on April 1, 2020.

Standards of Evaluation for a Subdivision				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.010 Development	Applicability: The configuration and development of proposed subdivisions shall be subject to and meet the provisions and standards found in this Title, the Zoning Title and

			Standards	any other applicable Ordinance or policy of the City of Hailey and shall be in accordance with general provisions of the Comprehensive Plan.
			Staff Comments	<i>The two-lot subdivision generally meets city standards.</i> <i>The Commission found that this standard has been met.</i>
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.020	<p>Streets: Streets shall be provided in all subdivisions where necessary to provide access and shall meet all standards below.</p> <p>Staff Comments</p> <p><i>The architecture firm Ruscitto/Latham/Blanton designed both the Rodeo Grounds remodel and Campion Ice House. They are very familiar with the area and with circulation needs. The City of Hailey has entered into a new contract with RLB to study overall circulation in the area, including whole area of Main Street from Hailey Elementary to the Rodeo Grounds, Hailey Ice and Blaine Manor. This key gateway area has highway curves and congestion. With the amount of activity generated at Campion Ice, Skate Park, Visitor Center and Rodeo Grounds, the informal 20' fire access lane that leads westerly behind Hailey Ice and through the Blaine Manor site to Maple Street has become critical. It is used on a daily basis.</i></p> <p><i>It is preferred that the site be accessed via Maple Street as proposed, and not from the old curb cut on the curve of the Highway. This project and future development of the Blaine Manor site will increase traffic at the Maple Street/Highway 75 intersection.</i></p> <p><i>The Hailey Fire Marshall stated in 2018 that the existing 20' fire access lane currently located on the eastern edge of Blaine Manor must be widened to 26' to accommodate the previously approved 30-unit housing complex. In addition, the existing fire access lane is in very poor condition and must be repaved. The need to repave and widen the fire land gave the City the opportunity to discuss its location and overall function within the area. RLB and City Staff recommend that a design close to a true city street will better accommodate this project, existing surrounding uses.</i></p> <p><i>Based on the revised site plan with two buildings, the proposed 48' partial street right of way is now located on the eastern property boundary adjacent to the Hailey Elementary ball fields, as shown on the plat. Maple Street will be completed on this side of the street with sidewalk and street trees. ARCH made a request to the Hailey URA in 2018, who has agreed to fund portions of this partial street right of way.</i></p> <p><i>The applicant has provided a traffic memo, on file with the Community Development Department. 309 daily trips are projected. The report concludes that the intersection of Maple Street and Main Street will be at Level of Service F, primary due to delays in northbound turns. No analysis has been provided of the north/south alley adjacent to the project. Staff believes this alley will have increased utilization as a result of this project. As noted in the report, connecting the project through the Campion Ice House/Rodeo Grounds complex will likely divert some traffic through the complex to the light at Highway 75 and Airport Way. This could accelerate the need for a true road through the complex; currently the existing parking lot will not serve through traffic efficiently.</i></p> <p><i>The Traffic memo states that the 309 daily trips are less than would be generated from commercial development of the property.</i></p>

				<p><i>A memo from Mountain Rides was reviewed by the Commission. A bus stop has been added along Maple Street as outlined in the memo. This will service the Hailey circulator. Passengers northbound on the Valley Route will walk a block north on Main Street. Southbound travelers on the Valley Route disembark at DL Evans. The Commission found that a safe crossing of Main Street is an anticipated need in this area at Maple.</i></p> <p><i>Staff has consulted with Public Works, and the preferred Pedestrian Activated crossing is included in the packet on file with the Community Development Department. The technical name for this crossing is Rectangular Rapid Flashing Beacon (RRFB). Public works prefers the north side of Maple Street for the location, as the bulb-outs at this location will increase visibility. The unit cost is approximately \$6,000, with installation costs varying. This has been made a Condition of PUD Approval.</i></p> <p><i>The Commission found that this standard has been met.</i></p>
<input checked="" type="checkbox"/> ?	<input type="checkbox"/>	<input type="checkbox"/>	A.	<p>Development Standards: All streets in the subdivision must be platted and developed with a width, alignment, and improvements such that the street is adequate to safely accommodate existing and anticipated vehicular and pedestrian traffic and meets City standards. Streets shall be aligned in such a manner as to provide through, safe and efficient access from and to adjacent developments and properties and shall provide for the integration of the proposed streets with the existing pattern.</p>
			Staff Comments	<p><i>Alignment appears safe for existing and anticipated vehicular traffic. The proposed provides a through route for vehicles accessing the site.</i></p> <p><i>The Commission found that this standard has been met.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B.	<p>Cul-De-Sacs; Dead-End Streets: Cul-de-sacs or dead-end streets shall be allowed only if connectivity is not possible due to surrounding topography or existing platted development. Where allowed, such cul-de-sacs or dead-end streets shall comply with all regulations set forth in the IFC and other applicable codes and ordinances. Street rights-of-way extended into un-platted areas shall not be considered dead end streets.</p>
			Staff Comments	<p><i>The proposed partial street right of way connects to an existing 20' wide fire access lane easement on the City-owned Wertheimer Park property (Wertheimer Park Lot 2, Block 1). IN the interim, the road/alley between Lots 1 and 2 will connect to this fire access lane to provide connectivity. This fire access lane should be labeled on the plat.</i></p> <p><i>The Commission found that this standard has been met.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C.	<p>Access: More than one access may be required based on the potential for impairment of a single access by vehicle congestion, terrain, climatic conditions or other factors that could limit access.</p>
			Staff Comments	<p><i>Two points of access are required, as described above. This access location is appropriate for project access.</i></p> <p><i>The Commission found that this standard has been met.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D.	<p>Design: Streets shall be laid out so as to intersect as nearly as possible at right angles and no street shall intersect any other street at less than eighty (80) degrees. Where possible, four-way intersections shall be used. A recommended distance of 500 feet, with a maximum of 750 feet, measured from the center line, shall separate any intersection. Alternatively, traffic calming measures including but not limited to speed</p>

				<p>humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neck-downs shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer. Three-way intersections shall only be permitted where most appropriate or where no other configuration is possible. A minimum distance of 150 feet, measured from the center line, shall separate any 2 three-way intersections.</p>
			<i>Staff Comments</i>	<p><i>The proposed project access intersects Maple Street at approximately 90 degrees.</i></p> <p><i>The Commission found that this standard has been met.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E.	<p>Centerlines: Street centerlines which deflect more than five (5) degrees shall be connected by a curve. The radius of the curve for the center line shall not be more than 500 feet for an arterial street, 166 feet for a collector street and 89 feet for a residential street. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neck-downs shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer.</p>
			<i>Staff Comments</i>	<p><i>No deflections in horizontal alignment are proposed.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	F.	<p>Width: Street width is to be measured from property line to property line. The minimum street width, unless specifically approved otherwise by the Council, shall be as specified in City Standards for the type of street.</p>
			<i>Staff Comments</i>	<p><i>A 48-foot wide partial street right of way dedication is proposed, and is acceptable to the City Engineer.</i></p> <p><i>The Commission found that this standard has been met.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	G.	<p>Roadways: Roadway, for the purpose of this section, shall be defined as the area of asphalt from curb face to curb face or edge to edge. Roadway includes areas for vehicle travel and may include parallel or angle in parking areas. The width of roadways shall be in accordance with the adopted City Standards for road construction.</p>
			<i>Staff Comments</i>	<p><i>The proposed asphalt pavement width will be 26' wide. Parking will be in the Maple right of way, but not within the partial street right of way.</i></p> <p><i>The Commission found that this standard has been met.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	H.	<p>Road Grades: Road Grades shall be at least two percent (2%) and shall not generally exceed six percent (6%). Grade may exceed 6%, where necessary, by 1% (total 7%) for no more than 300 feet or 2% (total 8%) for no more than 150 feet. No excess grade shall be located within 200 feet of any other excess grade nor there any horizontal deflection in the roadway greater than 30 degrees within 300 feet of where the excess grade decreases to a 2% slope.</p>
			<i>Staff Comments</i>	<p><i>A plan showing drainage patterns has been provided.</i></p> <p><i>The Commission found that this standard has been met.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	I.	<p>Runoff: The developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision in conformance with the applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer. Developer shall provide a copy of EPA's "NPDES General Permit for Storm Water Discharge from Construction Activity" for all construction activity affecting more than</p>

				one acre.
			<i>Staff Comments</i>	<p>No drywell calculations have been provided for the proposed street runoff. The number of drywells appears to be adequate. Drywells are proposed to be privately maintained.</p> <p>The Applicant shall complete all necessary state permitting for constructed shallow injection wells.</p> <p>The Commission found that this standard has been met.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	J.	<p>Signage: The developer shall provide and install all street and traffic control signs in accordance with City Standards.</p>
			<i>Staff Comments</i>	<p>Street signs and a stop sign are proposed.</p> <p>The Commission found that this standard has been met.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	K.	<p>Dedication; Names: All streets and alleys within any subdivision shall be dedicated for public use, except as provided herein. New street names (public and private) shall not be the same or similar to any other street names used in Blaine County.</p>
			<i>Staff Comments</i>	<p>The proposed partial street dedication is shown for public use. If and when the partial street is converted to a full street; this standard will be met.</p> <p>The Commission found that this standard has been met.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L.	<p>Private Streets:</p>
			<i>Staff Comments</i>	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L. 1.	<p>Private streets may be allowed (a) to serve a maximum of five (5) residential dwelling units, (b) within Planned Unit Developments, or (c) within commercial developments in the Business, Limited Business, Neighborhood Business, Light Industrial, Technological Industry, and Service Commercial Industrial districts. Private streets are allowed at the sole discretion of the Council, except that no Arterial or Major Street, or Collector or Secondary Street may be private. Private streets shall have a minimum total width of 36 feet, shall be constructed to all other applicable City Standards including paving, and shall be maintained by an owner's association.</p>
			<i>Staff Comments</i>	<p>No private streets are proposed. The project is served with a parking lot and related access aisles.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L. 2.	<p>Private streets, wherever possible, shall provide interconnection with other public streets and private streets.</p>
			<i>Staff Comments</i>	<p>The existing platted lots surrounding the proposed development allow connectivity to Main Street via Maple Street, and to the Werthheimer Park to the east. This interconnection is highly desirable. While no private streets are proposed, the design allows for interconnectivity.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L. 3.	<p>The area designated for private streets shall be platted as a separate parcel according to subsection 16.04.060C below. The plat shall clearly indicate that the parcel is unbuildable except for public vehicular and public pedestrian access and ingress/egress, utilities or as otherwise specified on the plat.</p>
			<i>Staff Comments</i>	<p>While not a private street, the partial street right of way is shown as a separate parcel.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L. 4.	<p>Private street names shall not end with the word "Road", "Boulevard", "Avenue", "Drive" or "Street". Private streets serving five (5) or fewer dwelling units shall not be named.</p>

			<i>Staff Comments</i>	N/A.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L. 5.	Private streets shall have adequate and unencumbered 10-foot wide snow storage easements on both sides of the street, or an accessible dedicated snow storage easement representing not less than twenty-five percent (25%) of the improved area of the private street. Private street snow storage easements shall not be combined with, or encumber, required on-site snow storage areas.
			<i>Staff Comments</i>	N/A.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L. 6.	Subdivisions with private streets shall provide two (2) additional parking spaces per dwelling unit for guest and/or overflow parking. These spaces may be located (a) within the residential lot (e.g., between the garage and the roadway), (b) as parallel spaces within the street parcel or easement adjacent to the travel lanes, (c) in a designated guest parking area, or (d) as a combination thereof. Guest/overflow parking spaces are in addition to the minimum number of parking spaces required pursuant to chapter 17.09 of this code. The dimension of guest/overflow parking spaces shall be no less than ten feet by twenty feet (10'x20') if angle parking, or ten feet by twenty-four feet (10'x24') if parallel. Guest overflow parking spaces shall be improved with asphalt, gravel, pavers, grass block, or other all-weather dustless surface. No part of any required guest/overflow parking spaces shall be utilized for snow storage.
			<i>Staff Comments</i>	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	M.	Driveways:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	M. 1.	Driveways may provide access to not more than two (2) residential dwelling units. Where a parcel to be subdivided will have one lot fronting on a street, not more than one additional single-family lot accessed by a driveway may be created in the rear of the parcel. In such a subdivision, where feasible (e.g., no driveway already exists), both lots shall share access via a single driveway. Driveways shall not be named.
			<i>Staff Comments</i>	No proposed driveways are shown.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	M. 2.	Driveways shall be constructed with an all-weather surface and shall have the following minimum roadway widths: a. Accessing one residential unit: twelve feet (12') b. Accessing two residential units: sixteen feet (16') No portion of the required fire lane width of any driveway may be utilized for parking, above ground utility structures, dumpsters or other service areas, snow storage or any other obstructions.
			<i>Staff Comments</i>	No proposed driveways are shown.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	M. 3.	Driveways longer than 150 feet must have a turnaround area approved by the Fire Department. Fire lane signage must be provided as approved by the Fire Department.
			<i>Staff Comments</i>	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	M. 4.	Driveways accessing more than one residential dwelling unit shall be maintained by an owner's association, or in accordance with a plat note.
			<i>Staff Comments</i>	N/A

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	M. 5.	The area designated for a driveway serving more than one dwelling unit shall be platted as a separate unbuildable parcel, or as a dedicated driveway easement. Easements and parcels shall clearly indicate the beneficiary of the easement or parcel and that the property is unbuildable except for ingress/egress, utilities or as otherwise specified on the plat. A building envelope may be required in order to provide for adequate building setback.
			<i>Staff Comments</i>	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	M. 6.	No driveway shall interfere with maintenance of existing infrastructure and shall be located to have the least adverse impact on residential dwelling units, existing or to be constructed, on the lot the easement encumbers and on adjacent lots.
			<i>Staff Comments</i>	<i>Future driveways do not appear to have any impact on existing infrastructure.</i> <i>The Commission found that this standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N.	Parking Access Lane: A parking access lane shall not be considered a street but shall comply with all regulations set forth in the IFC and other applicable codes and ordinances.
			<i>Staff Comments</i>	<i>The area within the project shown in grey on the plat as "access easement" is a Parking Access lane. It meets all City standards.</i> <i>The Commission found that this standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	O.	Fire Lanes: Required fire lanes, whether in private streets, driveways or parking access lanes, shall comply with all regulations set forth in the IFC and other applicable codes and ordinances.
			<i>Staff Comments</i>	<i>A required fire lane is incorporated into the alley/street.</i> <i>The Commission found that this standard has been met.</i>

16.04.060: Sidewalks and Drainage Improvements

Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	Sidewalks and drainage improvements are required in all zoning districts and shall be located and constructed according to applicable city standards, except as otherwise provided herein.
			<i>Staff Comments</i>	<i>A 6'-6" sidewalk is proposed along the Maple frontage in the public right of way. Staff recommends this be widened to 8', per City downtown standards. Various internal concrete sidewalks are shown serving the two buildings. The Main Street sidewalk is existing.</i> <i>The Commission found that this standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B.	The length of sidewalks and drainage improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.
			<i>Staff Comments</i>	<i>The proposed Maple Street sidewalk meets this standard.</i> <i>The Commission found that this standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C.	New sidewalks shall be planned to provide pedestrian connections to any existing and future sidewalks adjacent to the site.

			<i>Staff Comments</i>	<i>The Maple Street sidewalk connects to the Main Street sidewalk. Further pedestrian connections to the east may be planned in the future.</i> <i>The Commission found that this standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D.	Sites located adjacent to a public street or private street that are not currently through streets, regardless whether the street may provide a connection to future streets, shall provide sidewalks to facilitate future pedestrian connections. <i>Staff Comments</i> <i>The Maple Street sidewalk dead-ends at the Hailey Elementary School yard at this time, but could be extended in the future.</i> <i>The Commission found that this standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E.	The requirement for sidewalk and drainage improvements are not required for any lot line adjustment. <i>Staff Comments</i> N/A
16.04.040: Alleys and Easements				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A.	Alleys: <i>Staff Comments</i> N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 1.	Alleys shall be provided in all Business District and Limited Business District developments where feasible. <i>Staff Comments</i> <i>The proposed right of way connection is considered a partial street, not an alley.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 2.	The minimum width of an alley shall be twenty-six (26') feet. <i>Staff Comments</i> N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 3.	All alleys shall be dedicated to the public or provide for public access. <i>Staff Comments</i> N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. 4.	All infrastructures to be installed underground shall, where possible, be installed in the alleys platted. <i>Staff Comments</i> <i>Proposed utilities and water and sewer mains identified on submitted plans are underground.</i> <i>The Commission found that this standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 5.	Alleys in commercial areas shall be improved with drainage as appropriate and which the design meets the approval of the City Engineer. The Developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision upon the property in conformance with the latest applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer.

			<i>Staff Comments</i>	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 6.	Dead-end alleys shall not be allowed.
			<i>Staff Comments</i>	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 7.	Where alleys are not provided, easements of not less than ten (10) feet in width may be required on each side of all rear and/or side lot lines (total width = 20 feet) where necessary for wires, conduits, storm or sanitary sewers, gas and water lines. Easements of greater width may be required along lines, across lots, or along boundaries, where necessary for surface drainage or for the extension of utilities.
			<i>Staff Comments</i>	<i>A partial street as shown is adequate for infrastructure location.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B.	Easements. Easements, defined as the use of land not having all the rights of ownership and limited to the purposes designated on the plat, shall be placed on the plat as appropriate. Plats shall show the entity to which the easement has been granted. Easements shall be provided for the following purposes:
			<i>Staff Comments</i>	<i>No additional easements have been identified at this time.</i> <i>The Commission found that this standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. 1.	To provide access through or to any property for the purpose of providing utilities, emergency services, public access, private access, recreation, deliveries or such other purpose. Any subdivision that borders on the Big Wood River shall dedicate a 20-foot wide fisherman's access easement, measured from the Mean High-Water Mark, which shall provide for non-motorized public access. Additionally, in appropriate areas, an easement providing non-motorized public access through the subdivision to the river shall be required as a sportsman's access.
			<i>Staff Comments</i>	<i>Property does not border Big Wood River.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. 2.	To provide protection from or buffering for any natural resource, riparian area, hazardous area, or other limitation or amenity on, under, or over the land. Any subdivision that borders on the Big Wood River shall dedicate a one hundred (100) foot wide riparian setback easement, measured from the Mean High-Water Mark, upon which no permanent structure shall be built, in order to protect the natural vegetation and wildlife along the river bank and to protect structures from damage or loss due to river bank erosion. A twenty-five (25) foot wide riparian setback easement shall be dedicated adjacent to tributaries of the Big Wood River. Removal and maintenance of live or dead vegetation within the riparian setback easement is controlled by the applicable bulk requirement of the Flood Hazard Overlay District. The riparian setback easement shall be fenced off during any construction on the property.
			<i>Staff Comments</i>	<i>Property does not border Big Wood River.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. 3.	To provide for the storage of snow, drainage areas or the conduct of irrigation waters. Snow storage areas shall be not less than twenty-five percent (25%) of parking, sidewalk and other circulation areas. No dimension of any snow storage area may be less than 10 feet. All snow storage areas shall be accessible and shall not be located over any above ground utilities, such as transformers.
			<i>Staff Comments</i>	<i>Snow storage calculations were met as part of the Design Review approval.</i>

					<i>The Commission found that this standard has been met.</i>
16.04.050: Blocks					
Compliant			Standards and Staff Comments		
Yes	No	N/A	City Code	City Standards and Staff Comments	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.050	<p>Blocks: The length, width and shape of blocks shall be determined with due regard to adequate building sites suitable to the special needs of the type of use contemplated, the zoning requirements as to lot size and dimensions, the need for convenient access and safe circulation and the limitations and opportunities of topography.</p>	
			<i>Staff Comments</i>	<p><i>The proposed subdivision meets this standard.</i></p> <p><i>The Commission found that this standard has been met.</i></p>	
16.04.060: Lots					
Compliant			Standards and Staff Comments		
Yes	No	N/A	City Code	City Standards and Staff Comments	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.060	<p>Lots: All lots shown on the subdivision plat must conform to the minimum standards for lots in the District in which the subdivision is planned. The City will generally not approve single-family residential lots larger than one-half (1/2) acre (21,780 square feet). In the event a single-family residential lot greater than one-half (1/2) acre is platted, irrigation shall be restricted to not more than one-half (1/2) acre, pursuant to Idaho Code §42-111, and such restriction shall be included as a plat note. District regulations are found in the Zoning Chapter.</p>	
			<i>Staff Comments</i>	<p><i>Not applicable, as the proposed lots are intended for a multi-family residential development.</i></p>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	<p>If lots are more than double the minimum size required for the zoning district, the Developer may be required to arrange lots in anticipation of future re-subdivision and provide for future streets where necessary to serve potential lots, unless the plat restricts further subdivision.</p>	
			<i>Staff Comments</i>	<p><i>It is unlikely given the nature of the development that the property will be further subdivided.</i></p> <p><i>The Commission found that this standard has been met.</i></p>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B.	<p>Double frontage lots shall be prohibited except where unusual topography, a more integrated street plan, or other conditions make it undesirable to meet this requirement. Double frontage lots are those created by either public or private streets, but not by driveways or alleys. Subdivisions providing a platted parcel of 25 feet or more between any street right-of-way and any single row of lots shall not be considered to have platted double frontage lots. The 25-foot wide parcel provided must be landscaped to provide a buffer between the street and the lot(s).</p>	
			<i>Staff Comments</i>	<p><i>No double frontage lots are created at this time.</i></p> <p><i>The Commission found that this standard has been met.</i></p>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C.	<p>No unbuildable lots shall be platted. Platted areas that are not buildable shall be noted as such and designated as "parcels" on the plat. Green Space shall be clearly designated as such on the plat.</p>	
			<i>Staff</i>	<p><i>No unbuildable lots identified on the preliminary plat. No green space identified on</i></p>	

			<i>Comments</i>	<i>preliminary plat.</i> <i>The Commission found that this standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D.	A single flag lot may be permitted at the sole discretion of the Hearing Examiner or Commission and Council, in which the “flagpole” projection is serving as a driveway as provided herein, providing connection to and frontage on a public or a private street. Once established, a flag lot may not be further subdivided, but a lot line adjustment of a flag lot is not considered a further subdivision. The “flagpole” portion of the lot shall be included in lot area, but shall not be considered in determining minimum lot width. The “flagpole” shall be of adequate width to accommodate a driveway as required by this ordinance, fire and other applicable codes. Flag lots within the Townsite Overlay District are not allowed, except where parcels do not have street access, such as parcels adjacent to the ITD right-of-way.
			<i>Staff Comments</i>	<i>N/A</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	E.	All lots shall have frontage on a public or private street. No frontage width shall be less than the required width of a driveway as provided under Sections 4.1.11.1 and 4.5.4 of this Ordinance. Townhouse Sub-Lots are excluded from this requirement; provided, however, that Townhouse Developments shall have frontage on a street.
			<i>Staff Comments</i>	<i>Lot 1 fronts on to Maple Street. Lot 2 fronts on to Main Street.</i> <i>The Commission found that this standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	F.	In the Townsite Overlay District, original Townsite lots shall be subdivided such that the new platted lots are oriented the same as the original lots, i.e. lots shall be subdivided in such a way as to maintain frontage on both the street and alley. Exceptions may be made for corner properties with historic structures.
			<i>Staff Comments</i>	<i>The site does not abut an alley.</i>

16.04.070: Orderly Development

Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A.	Phasing Required: Development of subdivisions shall be phased to avoid the extension of City services, roads and utilities through undeveloped land.
			<i>Staff Comments</i>	<i>The project will all be constructed all at one time.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B.	Agreement: Developers requesting phased subdivisions shall enter into a phasing agreement with the City. Any phasing agreement shall be approved and executed by the Council and the Developer on or before the preliminary plat approval by the Council.
			<i>Staff Comments</i>	<i>Lots 1 and 2 are subject to a Development Agreement as set forth in Instrument No. 596639, records of Blaine County, Idaho. The PUD application will also require a development agreement, which should be referenced as a plat note.</i> <i>The Commission found that this standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C.	Mitigation of Negative Effects: No subdivision shall be approved which affects the ability of political subdivisions of the state, including school districts, to deliver services without compromising quality of service delivery to current residents or imposing substantial additional public costs upon current residents, unless the Developer provides for the mitigation of the effects of subdivision. Such mitigation may include, but is not limited

				<p>to the following:</p> <ol style="list-style-type: none"> 1. Provision of on-site or off-site street or intersection improvements. 2. Provision of other off-site improvements. 3. Dedications and/or public improvements on property frontages. 4. Dedication or provision of parks or green space. 5. Provision of public service facilities. 6. Construction of flood control canals or devices. 7. Provisions for ongoing maintenance.
			<p><i>Staff Comments</i></p>	<p><i>The partial street dedication is required to connect though to the adjacent Hailey Ice/Rodeo grounds.</i></p> <p><i>The proposed development meets the density requirements for Business. The water distribution system and wastewater conveyance system and treatment facility all have capacity for the proposed 30 units on Lot 1 and 30 units on Lot 2.</i></p> <p><i>See PUD Findings of Fact regarding the requirement for a pedestrian-activated crosswalk on Main Street.</i></p> <p><i>The Commission found that this standard has been met.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>D.</p>	<p>When the developer of contiguous parcels proposes to subdivide any portion of the contiguous parcels, an area development plan shall be submitted and approved. The Commission and Council shall evaluate the following basic site criteria and make appropriate findings of fact:</p> <ol style="list-style-type: none"> 1. Streets, whether public or private, shall provide an interconnected system and shall be adequate to accommodate anticipated vehicular and pedestrian traffic. 2. Non-vehicular circulation routes shall provide safe pedestrian and bicycle ways and provide an interconnected system to streets, parks and green space, public lands, or other destinations. 3. Water main lines and sewer main lines shall be designed in the most effective layout feasible. 4. Other utilities including power, telephone, cable, and gas shall be designed in the most effective layout feasible. 5. Park land shall be most appropriately located on the Contiguous Parcels. 6. Grading and drainage shall be appropriate to the Contiguous Parcels. 7. Development shall avoid easements and hazardous or sensitive natural resource areas. <p>The commission and council may require that any or all contiguous parcels be included in the subdivision.</p>
			<p><i>Staff Comments</i></p>	<p><i>No other contiguous parcels exist.</i></p>

16.04.080: Perimeter Walls, Gates and Berms

Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080	The City of Hailey shall not approve any residential subdivision application that includes

				any type of perimeter wall or gate that restricts access to the subdivision. This regulation does not prohibit fences on or around individual lots. The City shall also not allow any perimeter landscape berm more than 3' higher than the previously existing (original) grade.
			<i>Staff Comments</i>	<i>No perimeter gate or wall is proposed.</i>
16.04.090: Cuts, Fills, Grading and Drainage				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	Plans Required: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts; fills, alterations of topography, streams, drainage channels; and disruption of soils or vegetation. Fill within the floodplain shall comply with the requirements of the Flood Hazard Overlay District of the Zoning Ordinance.
			<i>Staff Comments</i>	<i>Grading has been developed for Lots 1 and 2. Site appears to be fairly flat with no hydrologic issues.</i> <i>The Commission found that this standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. 1.	A preliminary soil report prepared by a qualified engineer may be required by the Hearing Examiner or Commission and/or Council as part of the preliminary plat application.
			<i>Staff Comments</i>	<i>A geotechnical report has not been submitted. Staff does not anticipate the need for a geotechnical report.</i> <i>The Commission found that this standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. 2.	A preliminary grading plan prepared by a civil engineer may be required by the Hearing Examiner or Commission and/or the Council as part of the preliminary plat application, to contain the following information: <ul style="list-style-type: none"> a. Proposed contours at a maximum of two (2) foot contour intervals; b. Cut and fill banks in pad elevations; c. Drainage patterns; d. Areas where trees and/or natural vegetation will be preserved; e. Location of all street and utility improvements including driveways to building envelopes; and f. Any other information which may reasonably be required by the Administrator, Hearing Examiner, Commission and/or Council.
			<i>Staff Comments</i>	<i>Grading has been developed for Lots 1 and 2.</i> <i>The Commission found that this standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B.	Design Standards: The proposed subdivision shall conform to the following design standards:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. 1.	Grading shall be designed to blend with natural land forms and to minimize the

				necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.
			<i>Staff Comments</i>	<i>Site appears to be fairly flat, and no terracing or padding identified on preliminary plat.</i> <i>The Commission found that this standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. 2.	Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for Green Space for the benefit of future property owners within the subdivision.
			<i>Staff Comments</i>	<i>The site appears to be fairly flat and does not identify any questionable existing soil conditions, areas of steep slopes, geological or hydrological areas of concern.</i> <i>The Commission found that this standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. 3.	Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the Developer for Revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction, including temporary irrigation for a sufficient period to establish perennial vegetation. Until such time as the vegetation has been installed and established, the Developer shall maintain and protect all disturbed surfaces from erosion.
			<i>Staff Comments</i>	<i>Erosion control and re-vegetation shall be included in final design.</i> <i>Developer shall re-vegetate disturbed area per this standard.</i> <i>The Commission found that this standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. 4.	Where cuts, fills or other excavation are necessary, the following development standards shall apply: a. Fill areas for structures or roads shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fill for structures or roads shall be compacted to at least 95 percent of maximum density as determined by American Association State Highway Transportation Officials (AASHTO) and American Society of Testing & Materials (ASTM). c. Cut slopes shall be no steeper than two horizontal to one vertical. Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical. Neither cut nor fill slopes shall be located on natural slopes of three to one or steeper, or where fill slope toes out within twelve (12) feet horizontally of the top of existing or planned cut slope. e. Tops and toes of cut and fill slopes shall be set back from structures and property lines as necessary to accommodate drainage features and drainage structures.
			<i>Staff Comments</i>	<i>Site appears to be fairly flat with minimal site grading. Staff requests that a Directional Grading Plan be submitted.</i>

				<i>The Commission found that this standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. 5.	The developer shall provide storm sewers and/or drainage areas of adequate size and number to contain the runoff upon the property in conformance with the applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by planning staff and shall meet the approval of the city engineer. Developer shall provide a copy of EPA's "NPDES General Permit for Storm-water Discharge from Construction Activity" for all construction activity affecting more than one acre.
			<i>Staff Comments</i>	<i>No drainage calculations provided for drywell capacities. Calculations shall be submitted at final design.</i>
				<i>The Commission found that this standard has been met.</i>
16.04.100: Overlay Districts				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
			A.	Flood Hazard Overlay District:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 1.	Subdivisions or portions of subdivision located within the Flood Hazard Overlay District shall comply with all provisions of Section 4.10 of the Zoning Ordinance.
			<i>Staff Comments</i>	<i>N/A</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 2.	Subdivisions located partially in the Flood Hazard Overlay District shall have designated building envelopes outside the Flood Hazard Overlay District to the extent possible.
			<i>Staff Comments</i>	<i>N/A</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 3.	Any platted lots adjacent to the Big Wood River or its tributaries shall have designated building envelopes.
			<i>Staff Comments</i>	<i>N/A</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B.	Hillside Overlay District:
			<i>Staff Comments</i>	<i>N/A</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. 1.	Subdivisions or portions of subdivisions located within the Hillside Overlay District shall comply with all provisions of Section 4.14, of the Zoning Ordinance.
			<i>Staff Comments</i>	<i>N/A</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. 2.	Subdivisions located partially in the Hillside Overlay District shall have designated building envelopes outside the Hillside Overlay District.
			<i>Staff Comments</i>	<i>N/A</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. 3.	All approved subdivisions shall contain a condition that a Site Alteration Permit is required before any development occurs.
			<i>Staff Comments</i>	<i>Developer shall meet this standard.</i>

<i>The Commission found that this standard has been met.</i>				
16.04.110: Parks, Pathways and Other Green Spaces				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	Parks and Pathways: Unless otherwise provided, every subdivision shall set aside a Park and/or Pathway(s) in accordance with standards set forth herein.
			A. 1.	Parks:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 1. a.	<p>The developer of any subdivision, or any part thereof, consisting of three (3) or more residential lots, including residential townhouse sub-lots and residential condominium units, without regard to the number of phases within the subdivision, shall set aside or acquire land area within, adjacent to or in the general vicinity of the subdivision for Parks. Parks shall be developed within the City of Hailey and set aside in accordance with the following formula:</p> <p>$P = x$ multiplied by .0277</p> <p>“P” is the Parks contribution in acres</p> <p>“x” is the number of single family lots, residential townhouse sub-lots or residential condominium units contained within the plat. Where multi-family lots are being platted with no fixed number of units, “x” is maximum number of residential lots, sub-lots, and units possible within the subdivision based on current zoning regulations</p>
			<i>Staff Comments</i>	<i>The subdivision is for two (2) lots.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A.1.b	In the event the subdivision is located in the Business (B), Limited Business (LB), Neighborhood Business (NB), or Transitional (TN) zoning districts, the area required for a Park shall be reduced by 75%, but in no event shall the area required for a Park/Cultural Space exceed 17.5% of the area of the lot(s) being developed.
			<i>Staff Comments</i>	<i>The subdivision is in the Business zone district. The subdivision is for two (2) lots.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. 2.	Pathways: The developer of any subdivision, or any part thereof, shall provide pathways for all trails and paths identified in the master plan that are located on the property to be subdivided or on city property adjacent to the property to be subdivided, and sidewalks required by this ordinance.
			<i>Staff Comments</i>	<i>The project includes a sidewalk along the Maple Street frontage, and numerous internal walkways.</i> <i>The Commission found that this standard has been met.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B.	<p>Multiple Ownership: Where a parcel of land is owned or otherwise controlled, in any manner, directly or indirectly:</p> <ol style="list-style-type: none"> 1. By the same individual(s) or entity(ies), including but not limited to corporation(s), partnership(s), limited liability company(ies) or trust(s), or 2. By different individuals or entities, including but not limited to corporations, partnerships, limited liability companies or trusts where a) such individual(s) or entity(ies) have a controlling ownership or contractual right with the other individual(s) or entity(ies), or b) the same individual(s) or entity(ies) act in any manner as an employee, owner, partner, agent, stockholder, director, member, officer or trustee of the entity(ies), 3. Multiple subdivisions of the parcel that cumulatively result in three (3) or more residential lots, townhouse sub-lots or condominium units, are subject to the provisions of this ordinance, and shall provide the required improvements subject to the required standards at or before the platting or development of the lots, sub-lots or units. 4. Parks and Lands Board: The parks and lands board shall review and make a recommendation to the hearing examiner or commission and council regarding each application subject to the provisions of Section 4.10 of this ordinance. Such recommendation will be based on compliance with the master plan and provisions of this ordinance.
			<i>Staff Comments</i>	<i>All parcels under one ownership (Blaine County) are included in the proposal.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C.	<p>Parks and Lands Board: The parks and lands board shall review and make a recommendation to the hearing examiner or commission and council regarding each application subject to the provisions of this section. Such recommendation will be based on compliance with the master plan and provisions of this ordinance.</p>
			<i>Staff Comments</i>	<i>The 2-lot subdivision does not trigger Parks and Lands Board review.</i>
			D.	Minimum Requirements:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D. 1.	<p>Private Green Space: Use and maintenance of any privately owned green space shall be controlled by recorded covenants or restrictions which run with the land in favor of the future owners of the property within the tract and which cannot be modified without the consent of the council.</p>
			<i>Staff Comments</i>	<i>No private green space proposed on submitted preliminary plat. Green space for the benefit of Lots 1 and 2 are shown on the design review drawings.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D. 2.	<p>Neighborhood Park: A neighborhood park shall include finished grading and ground cover, large grassy areas, trees and shrubs, sheltered picnic table(s), trash container(s), dog station(s), bike racks, park bench(es), parking as required by ordinance, and two or more of the following: play structure, restrooms, an athletic field, trails, hard surface multiple use court (tennis or basketball courts), or gardens that demonstrate conservation principles. Neighborhood Parks shall provide an average of 15 trees per acre, of which at least 15% shall be of 4" caliper or greater. A maximum of 20% of any single tree species may be used. Landscaping and irrigation shall integrate water conservation. A neighborhood park shall be deeded to the City upon completion, unless otherwise agreed upon by the developer and City.</p>
			<i>Staff Comments</i>	<i>See item C.</i>

				<i>The Commission found that this standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D. 3.	Mini Park: A mini park shall include finished grading and ground cover, trees and shrubs, picnic table(s), trash container(s), dog station(s), bike racks and park bench(es). All mini parks shall provide an average of 15 trees per acre, of which at least 15% shall be of 4" caliper or greater. A maximum of 20% of any single tree species may be used. Landscaping and irrigation shall integrate water conservation.
			Staff Comments	See item C. <i>The Commission found that this standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D. 4.	Park/Cultural Space: A park/cultural space shall include benches, planters, trees, public art, water features and other elements that would create a gathering place. Connective elements, such as parkways or enhanced sidewalks may also qualify where such elements connect two or more parks or park/cultural spaces.
			Staff Comments	See item C. <i>The Commission found that this standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D. 5.	Pathway: Pathways shall have a minimum twenty-foot (20') right-of-way width and shall be paved or improved as recommended by the Parks and Lands Board. Construction of Pathways shall be undertaken at the same time as other public improvements are installed within the development, unless the Council otherwise allows when deemed beneficial for the project. The Developer shall be entitled to receive a Park dedication credit only if the Developer completes and constructs a Pathway identified in the Master Plan, or completes and constructs a Pathway not identified in the Master Plan where the Pathway connects to existing or proposed trails identified in the Master Plan. The City may permit easements to be granted by Developers for Pathways identified in the Master Plan, thereby allowing the Developer to include the land area in the determination of setbacks and building density on the site, but in such cases, a Park dedication credit will not be given. A Developer is entitled to receive a credit against any area required for a Park for every square foot of qualified dedicated Pathway right-of-way.
			Staff Comments	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E.	Specific Park Standards: All Parks shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):
			Staff Comments	See item C. <i>The Commission found that this standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E. 1.	Shall meet the minimum applicable requirements of Subsection D of this section.
			Staff Comments	See item C. <i>The Commission found that this standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E. 2.	Shall provide safe and convenient access, including ADA standards.
			Staff Comments	See item C. <i>The Commission found that this standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E. 3.	Shall not be gated so as to restrict access and shall not be configured in such a manner that will create a perception of intruding on private space. If a Park is privately owned and maintained, the use of the park shall not be exclusive to the homeowners, residents

				or employees of the development.
			<i>Staff Comments</i>	<i>See item C.</i> <i>The Commission found that this standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E. 4.	Shall be configured in size, shape, topography and improvements to be functional for the intended users. To be eligible for Park dedication, the land must, at a minimum, be located on slopes less than 25 degrees, and outside of drainways, floodways and wetland areas. Mini Parks shall not be occupied by non-recreational buildings and shall be available for the use of all the residents or employees of the proposed subdivision.
			<i>Staff Comments</i>	<i>See item C.</i> <i>The Commission found that this standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E. 5.	Shall not create undue negative impact on adjacent properties and shall be buffered from conflicting land uses.
			<i>Staff Comments</i>	<i>See item C.</i> <i>The Commission found that this standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E. 6.	Shall require low maintenance, or provide for maintenance or maintenance endowment.
			<i>Staff Comments</i>	<i>See item C.</i> <i>The Commission found that this standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	F.	Specific Pathway Standards: All Pathways shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):
			<i>Staff Comments</i>	<i>See item C.</i> <i>The Commission found that this standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	F. 1.	Shall meet the minimum applicable requirements required by subsection D of this section.
			<i>Staff Comments</i>	<i>No paths identified.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	F. 2.	Shall be connected in a useful manner to other Parks, Pathways, Green Space and recreation and community assets.
			<i>Staff Comments</i>	<i>No parks or pathways identified on plan.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G.	Specific Green Space Standards: If green space is required or offered as part of a subdivision, townhouse or condominium development, all green space shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):
			<i>Staff Comments</i>	<i>No parks or pathways identified on plan.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G. 1.	Shall meet the minimum applicable requirements required by subsection D of this section.
			<i>Staff Comments</i>	<i>See item C.</i> <i>The Commission found that this standard has been met.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G. 2.	Public and private green spaces on the same property or adjacent properties shall be complementary to one another. Green space within proposed developments shall be designed to be contiguous and interconnecting with any adjacent Green Space (both existing and potential future space).
			<i>Staff Comments</i>	See item C. The Commission found that this standard has been met.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G. 3.	The use of the private green space shall be restricted to Parks, Pathways, trails or other recreational purposes, unless otherwise allowed by the City.
			<i>Staff Comments</i>	See item C.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G. 4.	The private ownership and maintenance of green space shall be adequately provided for by written agreement.
			<i>Staff Comments</i>	No CC&Rs submitted. Maintenance shall be managed and funded by HOA. The Commission found that this standard has been met.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	H.	In-Lieu Contributions:
			<i>Staff Comments</i>	See item C. An in-lieu contributions would be required by the Applicant if no park is dedicated per the Parks and Lands Board recommendations. The Commission found that this standard has been met.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	H. 1.	After receiving a recommendation by the Parks and Lands Board, the Council may at their discretion approve and accept voluntary cash contributions in lieu of Park land dedication and Park improvements.
			<i>Staff Comments</i>	See item C. The Commission found that this standard has been met.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	H. 2.	The voluntary cash contributions in lieu of Park land shall be equivalent to the area of land (e.g., square footage) required to be dedicated under this ordinance multiplied by the fair market value of the land (e.g., \$/square foot) in the development at the time of preliminary plat approval by the Council. The City shall identify the location of the property to be appraised, using the standards in subsections E.4 and E.5 of this ordinance. The appraisal shall be submitted by a mutually agreed upon appraiser and paid for by the applicant.
			<i>Staff Comments</i>	See item C. The Commission found that this standard has been met.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	H. 3.	Except as otherwise provided, the voluntary cash contribution in lieu of Park land shall also include the cost for Park improvements, including all costs of acquisition, construction and all related costs. The cost for such improvements shall be based upon the estimated costs provided by a qualified contractor and/or vendor. In the Business (B), Limited Business (LB), Neighborhood Business (NB) and Transitional (TN) zoning districts, in-lieu contributions will not include the cost for Park improvements.
			<i>Staff Comments</i>	See item C. The Commission found that this standard has been met.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	H. 4.	In-lieu contributions must be segregated by the City and not used for any other purpose other than the acquisition of Park land and/or Park improvements, which may include upgrades and replacement of Park improvements. Such funds should be used,

				whenever feasible or practicable, on improvements within walking distance of the residents of the subdivision.
			<i>Staff Comments</i>	See item C. The Commission found that this standard has been met.
16.05: Improvements Required:				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.010	<p>Minimum Improvements Required: It shall be a requirement of the Developer to construct the minimum infrastructure improvements set forth herein and any required infrastructure improvements for the subdivision, all to City Standards and procedures, set forth in Title 18 of the Hailey Municipal Code and adopted by ordinance in accordance with the notice and hearing procedures provided in Idaho Code §67-6509. Alternatives to the minimum improvement standards may be recommended for approval by the City Engineer and approved by the City Council at its sole discretion only upon showing that the alternative is clearly superior in design and effectiveness and will promote the public health, safety and general welfare.</p> <p><i>Staff Comments</i> The proposed partial street dedication will be constructed as per the approved Design Review, which incorporates minimum improvements required. The Commission found that this standard has been met.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	<p>Plans Filed, maintained: Six (6) copies of all improvement plans shall be filed with the City Engineer and made available to each department head. Upon final approval two (2) sets of revised plans shall be returned to the Developer at the pre-construction conference with the City Engineer’s written approval thereon. One set of final plans shall be on-site at all times for inspection purposes and to note all field changes upon.</p> <p><i>Staff Comments</i> The Applicant shall meet this standard. The Commission found that this standard has been met.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B.	<p>Preconstruction Meeting: Prior to the start of any construction, it shall be required that a pre-construction meeting be conducted with the Developer or his authorized representative/engineer, the contractor, the City Engineer and appropriate City departments. An approved set of plans shall be provided to the Developer and contractor at or shortly after this meeting.</p> <p><i>Staff Comments</i> The Applicant shall meet this standard. The Commission found that this standard has been met.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C.	<p>Term of Guarantee Of Improvements: The developer shall guarantee all improvements pursuant to this Section for no less than one year from the date of approval of all improvements as complete and satisfactory by the city engineer, except that parks shall be guaranteed and maintained by the developer for a period of two years.</p> <p><i>Staff Comments</i> The Applicant shall meet this standard. The Commission found that this standard has been met.</p>
16.05.020: Streets, Sidewalks, Lighting, Landscaping				

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.020	<p>Streets, Sidewalks, Lighting, Landscaping: The developer shall construct all streets, alleys, curb and gutter, lighting, sidewalks, street trees and landscaping, and irrigation systems to meet City Standards, the requirements of this ordinance, the approval of the Council, and to the finished grades which have been officially approved by the city engineer as shown upon approved plans and profiles. The developer shall pave all streets and alleys with an asphalt plant-mix, and shall chip-seal streets and alleys within one year of construction.</p>
			<i>Staff Comments</i>	<p><i>The proposed alley/road would be constructed to City standards.</i></p> <p><i>The Commission found that this standard has been met.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	<p>Street Cuts: Street cuts made for the installation of services under any existing improved public street shall be repaired in a manner which shall satisfy the Street Superintendent, shall have been approved by the Hailey City Engineer or his authorized representative, and shall meet City Standards. Repair may include patching, skim coats of asphalt or, if the total area of asphalt removed exceeds 25% of the street area, the complete removal and replacement of all paving adjacent to the development. Street cut repairs shall also be guaranteed for no less than one year. (Ord. 1191, 2015)</p>
			<i>Staff Comments</i>	<p><i>Street cuts for the installation of the water and sewer line connection shall be per this standard.</i></p> <p><i>The Commission found that this standard has been met.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B.	<p>Signage: Street name signs and traffic control signs shall be erected by the Developer in accordance with City Standard, and the street name signs and traffic control signs shall thereafter be maintained by the City.</p>
			<i>Staff Comments</i>	<p><i>Street and stop signs identified on submitted plat.</i></p> <p><i>The Commission found that this standard has been met.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C.	<p>Streetlights: Street lights in the Recreational Green Belt, Limited Residential, General Residential, and Transitional zoning districts are not required improvements. Where proposed, street lighting in all zoning districts shall meet all requirements of Chapter VIII B of the Hailey Zoning Ordinance.</p>
			<i>Staff Comments</i>	<p><i>No street lights are proposed.</i></p> <p><i>The Commission found that this standard has been met.</i></p>
16.05.030: Sewer Connections				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.030	<p>Sewer Connections: The developer shall construct a municipal sanitary sewer connection for each and every developable lot within the development. The developer shall provide sewer mains of adequate size and configuration in accordance with City standards, and all federal, state, and local regulations. Such mains shall provide wastewater flow throughout the development. All sewer plans shall be submitted to the city engineer for review and approval. At the city engineer’s discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.</p>
			<i>Staff Comments</i>	<p><i>Comments regarding wastewater connections are addressed in the ARCH Design Review Findings of Fact dated April 6, 2020.</i></p>

				<i>The Commission found that this standard has been met.</i>
16.05.040: Water Connections				
<input checked="" type="checkbox"/> ?	<input type="checkbox"/>	<input type="checkbox"/>	A.	<p>Requirements: The developer shall construct a municipal potable water connection, water meter and water meter vault in accordance with City Standards or other equipment as may be approved by the city engineer, for each and every developable lot within the development. The developer shall provide water mains and services of adequate size and configuration in accordance with City Standards, and all federal, state, and local regulations. Such water connection shall provide all necessary appurtenances for fire protection, including fire hydrants, which shall be located in accordance with the IFC and under the approval of the Hailey Fire Chief. All water plans shall be submitted to the city engineer for review and approval. At the City Engineer's discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.</p>
			<i>Staff Comments</i>	<p><i>Comments regarding water connections are addressed in the ARCH Design Review Findings of Fact dated April 6, 2020.</i></p> <p><i>The Commission found that this standard has been met.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B.	<p>Townsite Overlay: Within the Townsite Overlay District, where water main lines within the alley are less than six (6) feet deep, the developer shall install insulating material (blue board insulation or similar material) for each and every individual water service line and main line between and including the subject property and the nearest public street, as recommended by the City Engineer.</p>
			<i>Staff Comments</i>	<p><i>This will be required.</i></p> <p><i>The Commission found that this standard has been met.</i></p>
16.05.050: Drainage				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.050	<p>Drainage: The developer shall provide drainage areas of adequate size and number to meet the approval of the street superintendent and the city engineer or his authorized representative. (Ord. 1191, 2015)</p>
			<i>Staff Comments</i>	<p><i>No drainage calculations have been submitted. Review of drainage calculations will take place during final design. Design appears to be sufficient for anticipated runoff.</i></p> <p><i>The Commission found that this standard has been met.</i></p>
16.05.060: Utilities				
	<input type="checkbox"/>	<input type="checkbox"/>	16.05.060	<p>Utilities: The developer shall construct each and every individual service connection and all necessary trunk lines, and/or conduits for those improvements, for natural gas, electricity, telephone, and cable television to the property line before placing base gravel for the street or alley.</p>
			<i>Staff Comments</i>	<p><i>No dry utilities shown. Additional utility company comment and engineering details will be required at final design.</i></p>

				<p><i>All utilities shall be installed underground.</i></p> <p><i>The Commission found that this standard has been met.</i></p>
16.05.070: Parks, Green Space				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.070	<p>Parks, Green Space: The developer shall improve all parks and green space areas as presented to and approved by the hearing examiner or commission and council.</p>
			<i>Staff Comments</i>	<p><i>See section 16.04.110</i></p> <p><i>The Commission found that this standard has been met.</i></p>
16.05.080: Installation to Specifications; Inspections				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.080	<p>Installation to Specifications; Inspections: All improvements are to be installed under the specifications and inspection of the city engineer or his authorized representative. The minimum construction requirements shall meet City Standards or the Department of Environmental Quality (DEQ) standards, whichever is the more stringent.</p>
			<i>Staff Comments</i>	<p><i>An inspection schedule will be established for any/all components at final design. All infrastructure must meet City of Hailey Specifications and will be further evaluated in greater detail at final design. The inspection process of the proposed public improvements shall include materials testing to ensure the compliance with City of Hailey code.</i></p> <p><i>The City will need to select an inspector, to be paid for by the applicant, for all water, sewer, and roadway infrastructure during construction.</i></p> <p><i>The Commission found that this standard has been met.</i></p>
16.05.090: Completion; Inspections; Acceptance				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	<p>Installation of all infrastructure improvements must be completed by the developer, and inspected and accepted by the City prior to signature of the plat by City representatives, or according to a phasing agreement. A post-construction conference shall be requested by the developer and/or contractor and conducted with the developer and/or contractor, the city engineer, and appropriate City departments to determine a punch list of items for final acceptance.</p>
			<i>Staff Comments</i>	<p><i>All infrastructure must meet City of Hailey Specifications and will be further evaluated in greater detail at final design. The inspection process of the proposed public improvements shall include materials testing to ensure the compliance with City of Hailey code.</i></p> <p><i>The City will need to select an inspector, to be paid for by the applicant, for all water, sewer, and roadway infrastructure during construction.</i></p> <p><i>The Commission found that this standard has been met.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B.	<p>The developer may, in lieu of actual construction, provide to the City security pursuant to Section 3.3.7, for all infrastructure improvements to be completed by developer after the final plat has been signed by City representatives. (Ord. 1191, 2015)</p>

			<i>Staff Comments</i>	Completion of all major infrastructure by the Developer is preferred over bonding. The Commission found that this standard has been met.
16.05.100: As Built Plans and Specifications				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.100	As Built Plans and Specifications: Prior to the acceptance by the City of any improvements installed by the developer, three (3) sets of "as-built plans and specifications" certified by the developer's engineer shall be filed with the city engineer. (Ord. 1191, 2015)
			<i>Staff Comments</i>	As-built drawings will be required. The Commission found that this standard has been met.

16.08: Townhouses:				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.08.010	Plat Procedure: The developer of the townhouse development shall submit with the preliminary plat application and all other information required herein a copy of the proposed party wall agreement and the proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control (including billing, where applicable) and maintenance of all common utilities, commonly held facilities, garages, parking and/or green spaces. Prior to final plat approval, the developer shall submit to the city a final copy of the party wall agreement and any other such documents and shall record the documents prior to or at the same time of the recordation of the plat, which plat shall reflect the recording instrument numbers thereupon. (Ord. 1191, 2015)
			<i>Staff Comments</i>	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.08.020	Garages: All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is appurtenant to specific townhouse units on the townhouse plat and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development. (Ord. 1191, 2015)
			<i>Staff Comments</i>	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.08.030	Storage, Parking Areas: Residential townhouse developments shall provide parking spaces according to the requirements of title 17, chapter 17.09 of this code. (Ord. 1191, 2015)
			<i>Staff Comments</i>	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.08.040	Construction Standards: All townhouse development construction shall be in accordance with the IBC, IRC and IFC. Each townhouse unit must have separate water, sewer and utility services, which do not pass through another building or unit. (Ord. 1191, 2015)
			<i>Staff</i>	N/A

			Comments	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.08.050	General Applicability: All other provisions of this title and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by townhouse developments. (Ord. 1191, 2015)
			Staff Comments	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.08.060	Expiration: Townhouse developments which have received final plat approval shall have a period of three (3) calendar years from the date of final plat approval by the council to obtain a building permit. Developments which have not received a building permit shall be null and void and the plats associated therewith shall be vacated by the council. If a development is to be phased, construction of the second and succeeding phases shall be contingent upon completion of the preceding phase unless the requirement is waived by the council. Further, if construction on any townhouse development or phase of any development ceases or is not diligently pursued for a period of three (3) years without the prior consent of the council, that portion of the plat pertinent to the undeveloped portion of the development shall be vacated. (Ord. 1191, 2015)
			Staff Comments	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.08.070	Conversion: The conversion by subdivision of existing units into townhouses shall not be subject to section 16.04.110 of this title. (Ord. 1191, 2015)
			Staff Comments	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.08.080	Density: The maximum number of cottage townhouse units on any parcel shall be twelve (12), and not more than two (2) cottage townhouse developments shall be constructed adjacent to each other. (Ord. 1191, 2015)
			Staff Comments	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.11.010	Exceptions: Whenever the tract to be subdivided is, in the shape or size, or is surrounded by such development or unusual conditions that the strict application of the requirements contained herein would result in real difficulties and substantial hardships or injustices, the council may vary or modify such requirements by making findings for their decision so that the developer is allowed to develop his property in a reasonable manner, while ensuring that the public welfare and interests of the city and surrounding area are protected and the general intent and spirit of this title are preserved. As used in this section, the phrase "real difficulties and substantial hardships or injustices" shall apply only to situations where strict application of the requirements of this title will deny to the developer the reasonable and beneficial use of the property in question, and not in situations where the developer establishes only that exceptions will allow more financially feasible or profitable subdivision. (Ord. 1191, 2015).
			Staff Comments	N/A

17.06.060 Criteria.

A. The Commission or Hearing Examiner shall determine the following before approval is given:

1. The project does not jeopardize the health, safety or welfare of the public.

- 2. The project conforms to the applicable specifications outlined in the Design Review Guidelines, as set forth herein, applicable requirements of the Zoning Title, and City Standards.**
- B. Conditions. The Commission or Hearing Examiner may impose any condition deemed necessary. The Commission or Hearing Examiner may also condition approval of a project with subsequent review and/or approval by the Administrator or Planning Staff. Conditions which may be attached include, but are not limited to those which will:**
- 1. Ensure compliance with applicable standards and guidelines.**
 - 2. Require conformity to approved plans and specifications.**
 - 3. Require security for compliance with the terms of the approval.**
 - 4. Minimize adverse impact on other development.**
 - 5. Control the sequence, timing and duration of development.**
 - 6. Assure that development and landscaping are maintained properly.**
 - 7. Require more restrictive standards than those generally found in the Zoning Title.**
- C. Security. The applicant may, in lieu of actual construction of any required or approved improvement, provide to the City such security as may be acceptable to the City, in a form and in an amount equal to the cost of the engineering or design, materials and installation of the improvements not previously installed by the applicant, plus fifty percent (50%), which security shall fully secure and guarantee completion of the required improvements within a period of one (1) year from the date the security is provided.**
- 1. If any extension of the one-year period is granted by the City, each additional year, or portion of each additional year, shall require an additional twenty percent (20%) to be added to the amount of the original security initially provided.**
 - 2. In the event the improvements are not completely installed within one (1) year, or upon the expiration of any approved extension, the City may, but is not obligated, to apply the security to the completion of the improvements and complete construction of the improvements.**

CONCLUSIONS OF LAW

Based upon the above Findings of Fact, the Commission makes the following recommendations:

- 1. Adequate notice, pursuant to Title 16, Section 16.03.010, of the Hailey Subdivision Ordinance, was given for the public hearing.**
- 2. Upon compliance with the conditions noted below, the Application substantially meets the standards of approval set forth in the Hailey Subdivision Ordinance.**

The Preliminary Plat Application for ARCH Community Housing Trust and Blaine County, to be located 706 South Main Street (Lot 3A, Block 1, Hailey Townsite), meets the standards of approval set forth in the Hailey Municipal Code, and is recommended for approval by the Hailey Planning and Zoning Commission, subject to the following conditions, (a) through (j), and noted below:

- a) All Fire Department and Building Department requirements shall be met. Items to be completed at the Applicant's sole expense include, but will not be limited to, improvements shown on the submitted plat dated April 13, 2020.
- b) All City infrastructure requirements shall be met as outlined in Chapter 16.05 and 16.08 of the Subdivision Title. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for Department approval and shall meet City Standards where required. Infrastructure to be completed at the applicant's sole expense include, but will not be limited to, the improvements shown on the most recent submitted plans and those listed in these conditions.
- c) The sidewalk along the Maple Street frontage shall be widened to 8' in width.
- d) A plat note shall be added referencing the 2020 PUD Agreement.
- e) The adjacent Fire Lane Access easement on Wertheimer Park Lot 2 Block 1 shall be shown on the plat.
- f) Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Section 16.02.080 of the Subdivision Title.
- g) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to subsections 16.03.030(I) and 16.05.090(B) of the Subdivision Title, prior to recordation of the final plat.
- h) The final plat must be submitted within one (1) calendar year from the date of approval of the preliminary plat, unless otherwise allowed for within a phasing agreement.
- i) Any subdivision inspection fees due shall be paid prior to recording the final plat.
- j) Any application development impact fees shall be paid prior to recording the final plat.

Signed this 8 day of May, 2020.

/s/ Janet Fugate

Janet Fugate, Planning & Zoning Commission Chair

Attest:



Jessie Parker, Community Development Assistant

Jessica Parker

From: Janet Fugate <jrfugate@cox.net>
Sent: Friday, May 8, 2020 9:48 AM
To: Jessica Parker
Subject: Re: Approval

Good morning,

You are authorized to use my e-signature for the included FF.
Thanks,
Janet

On May 5, 2020 at 11:40 AM Jessica Parker <jessica.parker@haileycityhall.org> wrote:

Morning!

Do I have your permission to use your e-signature on the FF from last nights meeting? I have made the correct to CA 2 DR Lena Cottages.

Thank you!

Jessie

Jessica Parker

Community Development Assistant

City of Hailey

115 Main Street South | Hailey, ID 83333

Phone: 208.788.9815 ex. 27 | Fax: 208.788.2924

jessica.parker@haileycityhall.org | www.haileycityhall.org

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 5/10/21

DEPARTMENT: PW - Streets

DEPT. HEAD SIGNATURE: BY

-- **SUBJECT:** Consideration of the Main Street reconstruction project including but not limited to pavement striping plan, crosswalk marking plan, and in pavement flashing beacons. **ACTION ITEM**

-- **AUTHORITY:** ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

-- **BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

At the last council meeting, a presentation was made by ITD regarding the upcoming Main Street project which was followed by additional discussion and questions regarding three pavement marking topics. Not all questions could be answered adequately during the meeting because additional information was necessary. This document is a follow up to those questions. The primary discussion points are as follows:

1. Narrowing lane widths on Main Street, and at what locations
2. Cross walk marking plan
3. In pavement flashing beacons

Topic #1: Narrowing Lanes

Council has previously discussed the desire for narrowing lane widths on Main Street when the restriping occurs after the pending construction project. When Staff originally requested this item of ITD, they desired an engineering study confirming that action would not create safety concerns. Council previously approved a contract with Stanley Consultants which provided this analysis, which resulted in a letter from the Mayor to the ITD requesting the narrowed lanes. Since that time Staff has worked with the ITD to result in the following lane geometry:

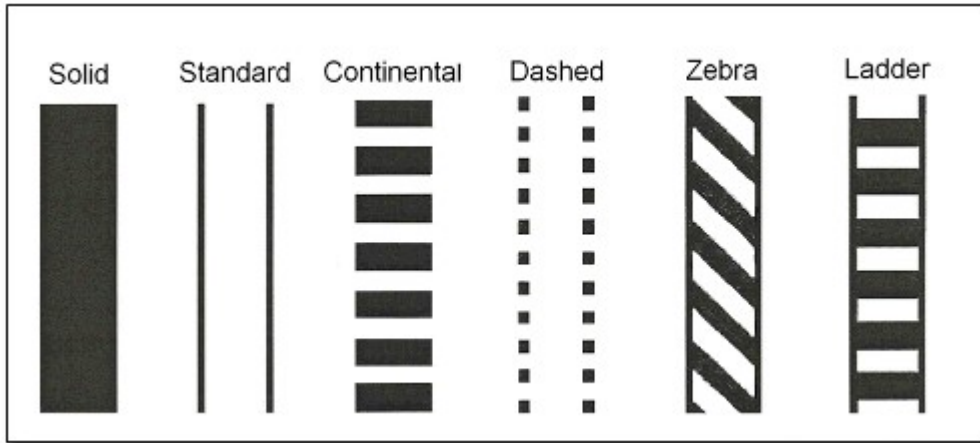
- Current center turn lane **narrows from 14' wide to 12' wide**
- Current inside travel lane **narrows from 12' wide to 11' wide**
- Current outside travel lane remains at 12' wide
- New** buffer between outside travel lane and parallel parking lane, **2' wide with a "fog line" stripe on either side** of the 2' buffer
- Current curbside parallel parking remains at 10' wide

This striping plan has been accepted by ITD and they have offered to include it in pending direction to the Contractor. Staff understood this plan to be acceptable to Council but is seeking confirmation as a result of the last meeting.

In addition to the lane width, there was discussion regarding what portion of town this new geometry plan would be applied to. Staff collaborated and believed the desire was for this to be applied to a four block section falling two blocks north and two blocks south of the Bullion light. ITD considered this request and agreed. During the previous meeting, some Council members expressed a desire for the striping plan to encompass more than the four block area. ITD still has ability to direct this change to the contractor, but enthusiastically recommends limiting this plan to the four block section. However, if Council votes to expand the plan to a larger area, they are willing to give it further consideration (but not committing) before providing final direction to the Contractor.

Topic #2: Cross Walk marking plan

ITD has presented several public outreach efforts and participated in discussions with staff resulting in the current pavement marking plan for the cross walks (see attached print out for locations). Generally speaking, what is currently existing will be replaced with the same, except continental striping will be used at several new locations.



There has been additional discussion of “high visibility” cross walks. While this is not a transportation industry term that either ITD or staff is familiar with, we understand it results in cross walks that are in excess of 6’ wide (standard dimension). We understand the terminology of high visibility to imply a width of 8’ to 9’. Staff and ITD have discussed this topic at length, and there is concern that overapplication of pavement markings may result in an undesirable outcome. For instance, too much marking may desensitize drivers. Because of this and other reasons Staff/ITD recommend IF these wider cross walks are desired by Council, that they only occur at the four primary Main Street crossings: Elm, Croy, Myrtle, Cobblestone. Staff seeks Council confirmation on this.

Topic #3: In pavement flashing beacons

At the last Council meeting, concerns were expressed over the previously established agreement that the in pavement flashing lights would be removed and NOT reinstated. Staff was unfamiliar with why/when this decision was made and needed an opportunity to research the issue.

The existing pavement markings were installed via a joint agreement between the City of Hailey and ITD in 2007 (see attached). The City expended approximately \$80k to construct the two existing crossings, one at Myrtle and later one at Croy. All installation, maintenance, reconstruction, or reinstallation of these lights is the City responsibility per the agreement. Reinstallation cost is not currently known, but will certainly exceed the original \$80k from 14 years prior. Maintenance has been difficult on the lights and standards change, making the first installation at Myrtle approach obsolete in short time. The Croy installation has functioned more successfully, but they are also obsolete.

As a point of interest, the Myrtle Street in pavement lights have not worked for at least six years. Additionally, many have broken free of the roadway surface and some have caused damage to snow removal equipment resulting in significant snow removal delays.

The decision to not replace these lights during the upcoming roadway project was made at least 4-7 years ago. When the Myrtle Street pathway was being designed in 2018 a new pedestrian RRFB (Rapid Rectangular Flashing Beacon) was installed on the roadside in anticipation of the in roadway beacon removal to serve in lieu.

Per the agreement, if the City wishes for the lights to be replaced it will be the City’s responsibility. ITD has stated IF there is a desire for replacement it cannot occur during their construction project. Staff seeks direction from Council as to whether to proceed with future efforts to reinstall these beacons.

Conclusion

Staff is seeking Council confirmation in three general areas. Possible motion language is included below but staff encourages Council to modify the language as appropriate. After the motion, the final direction

will be provided to the ITD for their consideration.

Additional Points of Interest

ITD has stated they intend to honor the City’s request and chip seal the roadway. The chip seal will likely occur in 2022 as an extension of another project. All of Main Street will be restriped at that time, but most all of the “thermo plastic” (melt on pavement markings) will likely be retained and protected during the chip seal project.

Possible motion language is as follows:

Motion to

1. Approve the street striping plan as described herein and request ITD to commence said plan at _____ and end at _____, and
2. Approve the cross walk marking plan as discussed herein and request ITD to widen the continental striping at Elm, Croy, Myrtle, and Cobblestone to nine feet overall, and
3. Confirm acceptance of the removal of the in pavement flashing beacons.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____

Budget Line Item # _____ YTD Line Item Balance \$ _____

Estimated Hours Spent to Date: _____ Estimated Completion Date: _____

Staff Contact: _____ Phone # _____

Comments: _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input type="checkbox"/> City Administrator	<input type="checkbox"/> Library	<input type="checkbox"/> Benefits Committee
<input type="checkbox"/> City Attorney	<input type="checkbox"/> Mayor	<input type="checkbox"/> Streets
<input type="checkbox"/> City Clerk	<input type="checkbox"/> Planning	<input type="checkbox"/> Treasurer
<input type="checkbox"/> Building	<input type="checkbox"/> Police	<input type="checkbox"/> Wastewater
<input type="checkbox"/> Engineer	<input checked="" type="checkbox"/> Public Works	<input type="checkbox"/> Water
<input type="checkbox"/> Fire Dept.	<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> _____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Consideration of the Main Street reconstruction project including but not limited to pavement striping plan, crosswalk marking plan, and in pavement flashing beacons. **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record
Copies (all info.): _____
Instrument # _____

*Additional/Exceptional Originals to: _____
Copies (AIS only)

COOPERATIVE AGREEMENT

In-Street Lighting System(s) City of Hailey

PARTIES

THIS AGREEMENT is made and entered into this 5th day of September, 2007, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called **ITD**, and the **CITY OF HAILEY**, hereafter called the **CITY**.

PURPOSE

The **CITY** desires to install in-street lighting system(s) for the purpose of improving pedestrian safety at various crosswalks on State Highway 75 (SH-75) within **CITY** limits. The purpose of this Agreement is to set out the terms, conditions and requirements for the placement and maintenance of these system(s) and all system appurtenances.

Authority for this Agreement is established by Section 40-317, Idaho Code.

The Parties agree as follows:

SECTION I That the **CITY** shall:

1. Pay for all future in-street lighting installation project(s) on SH-75.
2. Perform the work and provide materials.
3. Provide forty-eight (48) hours advance notice to **ITD** of any construction or work within the highway right of way.
4. Provide **ITD** with a traffic control plan for the project work, subject to approval by **ITD**.
5. Notify **ITD** upon completion of construction and provide **ITD** an opportunity to perform a final inspection of the system(s). The **CITY** shall promptly redo or replace any defective work or material found unacceptable by **ITD**.
6. Install in-street lighting system(s) and hardware in such a manner so as not to interfere with the visibility or operation of any other traffic control device, marking, or sign on SH-75. Installation of the in-street lighting system(s) at traffic signals is expressly prohibited and shall not be allowed under the terms of this Agreement.
7. Be responsible for the removal of the system(s) upon termination of this Agreement, as set out below.

8. Remove or cover the system(s) in advance of an **ITD** funded highway improvement project, such as a pavement overlay, so as not to interfere with the operation of **ITD**'s contractor. After an **ITD** funded highway improvement is complete, re-install the system(s) in a timely manner, and as required by the Manual on Uniform Traffic Control Devices as adopted by **ITD**.
9. Be responsible for the proper operation and maintenance of the system(s), including the costs thereof so long as the system(s) remains on state highway right of way. The **CITY** shall also be responsible for all electrical power costs necessary for the operation of the system(s) and shall keep the system(s), as installed, in continuous operation and in conformance with the requirements of the Manual on Uniform Traffic Control Devices as adopted by **ITD**.
10. Comply with all pertinent sections of **ITD'S** Standard Specifications for Highway Construction in accomplishing all future trench backfill and pavement repairs on the state highways within the project limits.
11. Indemnify **ITD** for any damage caused to the in-street lighting system(s) by **ITD** during work performed as part of an **ITD** construction project.

SECTION II That **ITD** shall:

1. Provide to the **CITY** the name, address and telephone number of a contact person at **ITD** to receive all notices and communications from the **CITY**. Until other written notice is given, **ITD**'s contact person shall be:

Bruce Christensen
ITD D4 Traffic Engineer
216 South Date Street
Shoshone, ID 83352
208-886-7860
Bruce.Christensen@itd.idaho.gov
2. Review for approval all traffic control plans submitted by the **CITY**.
3. Upon notice of completion of construction, perform a final inspection of the work.

SECTION III

1. The **CITY**, its successors and assigns agree and covenant to indemnify and hold harmless the State of Idaho, the **ITD**, its authorized agents and employees from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions

of the **CITY**, its assigns, agents, contractors, or employees, arising out of or in connection with any acts or activities related to or arising out of this Agreement whether those acts or activities occur on or off the state highway right of way. In defending the State of Idaho and **ITD** pursuant to the previous sentence, the **CITY** shall provide a defense if **ITD** timely tenders the defense to the **CITY**; otherwise, the **CITY** shall reimburse the State of Idaho and **ITD** its reasonable attorneys fees and costs. The obligations of this section do not include actions between the parties over this Agreement nor such claims, costs, damage, or expenses (or comparative share thereof) which were caused by the negligence of the State of Idaho, **ITD** or its authorized agents or employees.

2. This Agreement may only be modified or amended in writing, executed by the Parties as shown below.
3. This Agreement shall remain in full force and effect unless terminated by either party upon thirty (30) days written notice to the other party and removal of the in-street lighting system(s) from the highway right of way.

2007-13

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF HAILEY**, hereafter called the **CITY**, for installation of in-street lighting system(s) on SH-75; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a regular, ~~public~~ ~~open~~ ~~meeting~~ ~~of~~ ~~the~~ ~~City~~ ~~Council~~, ~~City~~ ~~of~~ ~~Hailey~~, held on ~~August 14, 2007~~, August 14, 2007.



Heather D.
City Clerk

EXECUTION

This Agreement is executed for the **ITD** by its District Engineer; and executed for the **CITY** by the Mayor, attested to by the City Clerk, with the imprinted corporate seal of the **CITY OF HAILEY**.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED

Scott E. Malone

District Engineer

APPROVED AS TO FORM:

[Signature]

Deputy Attorney General

ATTEST:

CITY OF HAILEY

Heather Dawson

City Clerk

Susan McQuinn

Mayor

(SEAL)

By regular/~~special~~ meeting on
August 27, 2007

Crosswalk Type Note: Those in red are changes to the current crosswalk striping

Intersection	Crosswalk Location	Crosswalk Type
SH75 & Fox Acres	North Crossing SH75 South Crossing SH75 East (Fox Acres)	None None None
SH75 & 4th Ave.	East Crossing SH75 West Crossing SH75 North (4th Ave)	None None Standard
SH75 & 3rd Ave.	East Crossing SH75 West Crossing SH75 North (3rd Ave)	None None Standard
SH75 & Airport Way	East Crossing SH75 West Crossing SH75 North (Stadium Parking Lot) South (Airport Way)	Continental Continental Continental Continental
SH75 & Buisness Park Drive	East Crossing SH75 West Crossing SH75 South (Buisness Park Drive)	None None Standard
SH75 & Cedar Street	Southeast Crossing SH75 Northwest Crossing SH75 West (Cedar Street)	None None Standard
SH75 & Maple Street	North Crossing SH75 South Crossing SH75 East (Maple Street) West (Maple Street)	Standard None Standard Standard
SH75 & Chestnut Street	North Crossing SH75 South Crossing SH75 East (Chestnut Street) West (Chestnut Street)	Continental Continental Continental Continental
SH75 & Elm Street	North Crossing SH75 South Crossing SH75 East (Elm Street) West (Elm Street)	Continental Continental Continental Continental

SH75 & Pine Street	North Crossing SH75 South Crossing SH75 East (Pine Street) West (Pine Street)	Continental Continental Continental Continental
SH75 & Walnut Street	North Crossing SH75 South Crossing SH75 East (Walnut Street) West (Walnut Street)	Standard Standard Standard Standard
SH75 & Croy Street	North Crossing SH75 South Crossing SH75 East (Croy Street) West (Croy Street)	Continental Continental Continental Continental
SH75 & Bullion Street	North Crossing SH75 South Crossing SH75 East (Bullion Street) West (Bullion Street)	Continental Continental Continental Continental
SH75 & Carbonate Street	North Crossing SH75 South Crossing SH75 East (Carbonate Street) West (Carbonate Street)	Standard Standard Standard Standard
SH75 & Galena Street	North Crossing SH75 South Crossing SH75 East (Galena Street) West (Galena Street)	Standard Standard Standard Standard
SH75 & Silver Street	North Crossing SH75 South Crossing SH75 East (Silver Street) West (Silver Street)	Standard Standard Standard Standard
SH75 & Spruce Street	North Crossing SH75 South Crossing SH75 East (Spruce Street) West (Spruce Street)	Standard Standard Standard Standard
SH75 & Myrtle Street	North Crossing SH75 South Crossing SH75 East (Myrtle Street) West (Myrtle Street)	Continental Continental Continental Continental

SH75 & Private Road (Near Kings & Natural Grocers)	North Crossing SH75 South Crossing SH75 East (Private Road) West (Private Road)	None None Not Part Of This Project Not Part Of This Project
SH75 & Empty Saddle Trail	North Crossing SH75 South Crossing SH75 West (Empty Saddle Trail)	None Standard Standard
SH75 & Granite Lane	North Crossing SH75 South Crossing SH75 West (Granite Lane)	Continental None Continental
SH75 & Cobblestone Lane	North Crossing SH75 South Crossing SH75 East (Cobblestone Lane)	None Continental None

Note: This is a duplicate of the South Crossing SH75 at Cobblestone Lane (below)

Note: This is a duplicate of the North Crossing SH75 at Granite Lane (above)

Note: No crosswalk striping is required since there is no connectivity crossing Cobblestone Lane (no ramp on the north side)

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/10/2021 **DEPARTMENT:** Admin/Leg **DEPT. HEAD SIGNATURE:** HD/CPS

SUBJECT:

Consideration of health data and health districts guidance to potentially amend Hailey's Public Emergency Health Order 2021-02, which continue the policies of face-coverings and group size limits established in Hailey's previous health order 2021-01.

AUTHORITY

Hailey Emergency Powers Ordinance 1277

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

CDC recommendations on outdoor face coverings have changed since Hailey's Order was adopted. Other data will be reviewed during the meeting, which may potentially result in a change to Hailey's Health Order

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: Christopher Simms Phone # _____
Comments:

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Make a motion based on discussion that unfolds.

FOLLOW-UP REMARKS:*

Heather Dawson

From: Julie Flolo <julie@beckerchambers.com>
Sent: Thursday, April 29, 2021 8:11 AM
To: Martha Burke; Heather Dawson; Kaz Thea; Heidi Husbands; Sam Linnet; Juan Martinez
Subject: Days of the Old West Rodeo

Good morning, my name is Julie Flolo, and I am the treasurer for the Sawtooth Rangers. A few of our board members attended the City Council zoom meeting on Monday night and we would like to follow up. We desperately need an answer as to whether we can proceed with our rodeo preparations. We cannot wait for another month to pass as we have numerous contracts that we have already been carried over from the 2020 cancelled rodeo. Those vendors need to know if they can count on us fulfilling those contracts as they could potentially re-book themselves since all other rodeo's are happening this year.

One of our biggest concerns with not having the rodeo again is that our Association, ICA, will give away our prime 4th of July dates to another rodeo and we may not get that or the cowboys back in our circuit if this happens again. Because of this we are investigating other locations to host the rodeo. If we are unable to secure another location or preferably host in Hailey, we may be seeing an end to this great tradition and the extremely beneficial economic boost to the city.

We understand even with a go ahead from you, we could see a relapse and that nothing is guaranteed but we cannot wait and see for another month. We need to know that we have the City's support to proceed and if we do not have that we will need to proceed with other options. We have a board meeting on May 11 and would greatly appreciate an answer before that time. Please feel free to reach out with any questions or discussion.

Julie C. Flolo, CPA
Becker, Chambers & CO., P.A.
Phone: (208) 788-9595 ext 108
Fax: (208) 788-4502

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Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/10/2021 DEPARTMENT: Admin/Legal DEPT. HEAD SIGNATURE: HD

SUBJECT:

3rd Reading of Franchise Ordinance No. 1282, which would grant Clear Creek Disposal use of city streets and rights of way for a 10 year term.

AUTHORITY: ID Code 50-344 IAR _____ City Ordinance/Code _____
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Public hearing was conducted and ordinance approved on April 26, 2021, at which time first reading was waived and second reading was read by title only.

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve 3rd Reading of Franchise Ordinance No. 1282 by title only, to become effective on May 12, 2021; which approval is conditioned upon Franchise Agreements being executed between OBRAS LLC dba Clear Creek Disposal and the City of Hailey.

ACTION OF THE CITY COUNCIL:

Date : _____
City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record
Copies (all info.): _____
Instrument # _____

*Additional/Exceptional Originals to: _____
Copies (AIS only)

HAILEY ORDINANCE NO. 1282

AN ORDINANCE OF THE CITY OF HAILEY, BLAINE COUNTY, IDAHO, GRANTING OBRAS LLC, D.B.A. CLEAR CREEK DISPOSAL, A TEN YEAR FRANCHISE WITH AN ADDITIONAL FIVE YEAR RENEWAL TERM TO COLLECT SOLID WASTE, COMPOSTABLE MATERIALS, CORRUGATED CARDBOARD AND RECYCLABLE MATERIALS IN THE CITY OF HAILEY, IDAHO; PROVIDING FOR DEFINITIONS; PROVIDING FOR MANDATORY SOLID WASTE COLLECTION; ESTABLISHING THE RIGHTS AND OBLIGATIONS OF THE FRANCHISEE AND THE CITY OF HAILEY; ESTABLISHING THE METHODS OF COLLECTION OF SOLID WASTE, COMPOSTABLE MATERIALS, CORRUGATED CARDBOARD AND RECYCLABLE MATERIALS; PROVIDING FOR SOLID WASTE, COMPOSTABLE MATERIALS, CORRUGATED CARDBOARD AND RECYCLABLE MATERIAL COLLECTION FOR ANNEXED PROPERTIES; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PENALTIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Hailey City Council finds that it is in the best interests of the citizens of Hailey to adopt comprehensive solid waste and recycling programs for residential and commercial properties within the City of Hailey;

WHEREAS, the Hailey City Council finds that it is in the best interests of the citizens of Hailey to grant a franchise for residential and commercial customers within the City of Hailey to provide such services; and

WHEREAS, the City of Hailey and Obras LLC, d.b.a. Clear Creek Disposal have had a long, uninterrupted and mutually beneficial contractual relationship.

WHEREAS, the Hailey City Council declares that in the interest of public safety, necessary protection of the public health, welfare and property the provisions of chapter 28, title 67, Idaho Code shall not apply to Hailey's agreement pertaining to solid waste collection; and

WHEREAS, the Hailey City Council entered into negotiations with Contractor to be the franchisee to perform the solid waste, compostable materials, corrugated cardboard and recycling materials services for both residential and commercial properties within the City of Hailey, subject to the terms and conditions of franchise agreements and this Ordinance, which

negotiations have proceeded in good faith, but have not been completed as to additional services to be provided or prices therefore, and

WHEREAS, the City and Obras LLC dba Clear Creek Disposal find it in their mutual best interests, and the best interests of the rate paying customers hereunder to provide continuous uninterrupted solid waste collection and hauling contingent upon mutually satisfactory entry into franchise agreements concerning additional services and rates therefore.

BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HAILEY, BLAINE COUNTY, IDAHO:

Section 1. DEFINITIONS

For the purposes of this ordinance, the following capitalized terms have the meanings set forth herein:

A. “Commercial Customer(s)” shall mean those owners and/or occupants of commercial, light industrial, industrial, governmental and institutional uses, schools, all other businesses, and Multi-Family Residential Complexes consisting of five or more dwelling units, and those owners of new or remodeled construction sites and /or their agents.

B. “Compostable Materials” means food and yard waste capable of breaking down into carbon dioxide, water and inorganic compounds and biomass within approximately one hundred twenty days.

C. “Corrugated Cardboard means dry, clean corrugated cardboard material accepted by the Blaine County Recycling Center.

D. “Franchise Agreements” shall mean those agreements, and subsequent amendments thereto, which are executed by Franchisee and the City of Hailey setting forth the

terms and conditions pursuant to which residential and commercial Solid Waste and Recyclable Materials, corrugated cardboard, and compostable materials shall be collected for the term of the Franchise granted hereunder.

E. “Franchisee” shall mean Obras LLC, an Idaho limited liability company, d.b.a. Clear Creek Disposal.

F. “Hazardous Materials” shall mean any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State of Idaho to be “hazardous” as that term is defined by or pursuant to federal or state law.

G. “Multi-Family Residential Complex” shall mean a building or property containing two (2) or more dwelling units and includes duplexes, apartments, townhomes and condominiums.

H. “Recyclable Materials” shall mean products or substances currently or hereafter designated by Hailey in its Franchise Agreements with the Franchise and accepted by the Blaine County Resource Recovery Center, currently including but not necessarily limited to paper, aluminum, tin cans, glass, motor oil, plastic, newspaper and magazines, food waste, yard waste, compostable waste and corrugated cardboard.

I. “Residential Customer(s)” shall mean those owner(s) and/or occupant(s) of single family residences and Multi-Family Residential Complexes consisting of four or less dwelling units.

J. “Self-Hauling” shall mean the collection, hauling and disposal of Solid Waste, Compostable Materials, Corrugated Cardboard, Recyclable Materials, Hazardous Materials or medical waste by generator or generator’s agent of the Solid Waste, Compostable Materials,

Corrugated Cardboard, Recyclable Materials, Hazardous Materials or medical waste in the generator's or generator agent's container and vehicle directly to the transfer station or a landfill; provided, the generator's agent is not in the business of collecting, hauling and disposing of these materials.

K. "Solid Waste" shall mean any garbage, refuse or other discarded material generated by Residential and Commercial Customers that are not or cannot be recycled or diverted from the landfill.

Section 2. GRANT OF FRANCHISE

Pursuant to Idaho Code §§ 50-344 & 50-329, the City of Hailey hereby grants to the Franchisee the authority, right, privilege and exclusive franchise for a term of ten (10) years, commencing May 12, 2021 together with an additional five (5) year renewal term, upon terms and conditions mutually acceptable to the City of Hailey and the Franchise, to engage in the business of collecting, transporting, processing and disposing of Solid Waste, Compostable Materials, Corrugated Cardboard and separated Recyclable Materials, placed for collection by all Residential and Commercial Customers within the corporate limits of Hailey, Idaho, consistent with, and subject to, the terms and conditions set forth in the Franchise Agreements; provided, however, this authority, right, privilege and exclusive franchise does not extend to the Self-Hauling of Solid Waste, Compostable Materials, Corrugated Cardboard, Recyclable Materials, Hazardous Materials or medical waste. It shall be unlawful for any person or legal entity to engage in the business of Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials collection and transportation over and upon the public right-of-ways within the City of Hailey, except as otherwise provided herein.

The grant of and acceptance of said exclusive franchise, as contemplated by Idaho Code §§ 50-344 & 50-329 Section is revocable by either party, upon sixty-days written notice, in the event the parties, to their mutual satisfaction, have not entered into one or more amended Franchise Agreements one-year from the effective date hereof.

Section 3. MANDATORY SOLID WASTE COLLECTION

No Residential or Commercial Customer shall be permitted to refuse to accept the collection and services of Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials provided by the Franchisee in accordance with the Franchise Agreements. Residential and Commercial Customers shall not be exempt from the payment of a mandatory weekly minimum charge established for Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials collection services in accordance with this Ordinance and the Franchise Agreements. Unless otherwise provided for in the applicable Franchise Agreements, Multi-Family Residential Complexes consisting of five or more dwelling units shall use container(s) provided by the Franchisee in excess of the 95 gallon roll carts, while Multi-Family Residential Complexes of four or less dwelling units may use 32, 68 or 95 gallon roll carts for each dwelling unit.

Section 4. RIGHTS AND OBLIGATIONS OF THE FRANCHISEE AND CITY

A. The Franchisee shall have the right and privilege to use the streets, alleys and other public right-of-ways within the City of Hailey, and to collect Solid Waste, Compostable Materials Corrugated Cardboard and Recyclable Materials in accordance with this Ordinance and the Franchise Agreements.

B. The Franchisee shall collect all Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials from Residential and Commercial Customers within the City of Hailey pursuant to the terms and conditions of applicable Franchise Agreements.

C. The City of Hailey is responsible for maintaining the streets, its alleys and its public ways in a passable condition. If such streets, alleys and public ways are not passable, then the Franchisee shall be excused from not making a proper timely pickup of the materials.

D. The Franchisee shall make pickups only if the Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials are placed within the public right-of-way at the edge of any pavement adjacent to a curb, in alleys or in a convenient location, on designated days as established by the Franchise Agreements.

E. The City of Hailey shall charge all Residential and Commercial Customers located within the City of Hailey established rates for scheduled collection and transportation of Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials. The City of Hailey shall also charge established rates for extra pickups of Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials and other services. The standard rates shall be established by resolution, filed with the City Clerk, and may from time to time be amended by mutual agreement of franchisee and City. All charges for Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials collection shall be due and payable to the Hailey City Clerk on or before the twenty-fifth of each month for which the service was rendered, and upon failure to pay within the time as prescribed herein, each Residential or Commercial Customer shall pay, in addition to the amount due, the sum of fifty cents, and interest on the delinquent amount at the rate of twelve percent (12%) per year. Upon collection, the fee and interest on the delinquent amount shall be remitted to the Franchisee. In addition to the

above, the City shall be entitled to disconnect the municipal water service where the property or premises is served by municipal water and such valve shall not be opened or placed back into service until all delinquent charges and fees have been paid in full.

F. The Franchisee shall comply with all ordinances of the City of Hailey and all laws of the State of Idaho, and shall follow strictly a procedure of operation as to be sanitary.

Franchisee shall replace all containers upright where found with lids on them. Containers and lids shall not be placed or thrown on the streets, alleys or adjoining property. The Franchisee shall not permit containers to be thrown from its truck to the pavement or parkway, nor in any other way permit damage to occur by rough or improper handling thereof. The Franchisee shall not permit Solid Waste, Compostable Materials, Corrugated Cardboard or Recyclable Materials to be spilled during collection and shall be responsible for cleaning up and removing such spillage.

G. Franchisee and its agents and employees, shall not enter enclosed structures, such as garages, enclosed porches, sheds, buildings or otherwise for the purpose of collecting Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials.

H. Unless otherwise provided in this Ordinance, the specific duties and obligations of the City of Hailey and Franchisee are more particularly described in the Franchise Agreements.

Section 5. DUTIES AND OBLIGATIONS OF RESIDENTIAL AND COMMERCIAL CUSTOMERS

A. Residential and Commercial Customers shall place all containers for collection of Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials within the public right-of-way at the edge of any pavement adjacent to a curb, in alleys or in a convenient location, while still allowing public access on the public right-of-ways. The containers shall be placed adjacent to the Residential or Commercial Customer's property or premises on designated

days as established by the Franchise Agreements. The containers for Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials must be clearly visible to the Franchisee from the street or alley from which collection is made.

B. Residential and Commercial Customers shall not permit any Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials to be deposited or left in the public right-of-way or on private property, where the deposit of the Solid Waste, Compostable Materials, Corrugated Cardboard or Recyclable Materials was caused by the Residential or Commercial Customer, or caused other than by the Franchisee's mishandling or spilling of Solid Waste, Compostable Materials, Corrugated Cardboard and/or Recyclable Materials. The Residential and Commercial Customer shall be responsible for cleaning up and removing such deposit of Solid Waste, Compostable Materials, Corrugated Cardboard or Recyclable Materials.

C. The Residential and Commercial Customers shall not place or permit to be placed any Hazardous Material in any container placed for collection of Solid Waste, Compostable Materials, Corrugated Cardboard or Recyclable Materials by Franchisee.

D. Residential and Commercial Customers shall place containers for Solid Waste, Compostable Materials, Corrugated Cardboard or Recyclable Materials for collection no later than 7:00 o'clock a.m. on the designated day of collection, but no sooner than the evening before the designated day of collection. Following collection by Franchisee, the Residential and Commercial Customers shall remove the containers from the public right-of-way as soon as possible on the same day of collection.

E. No container used in the collection of Solid Waste, Compostable Materials, Corrugated Cardboard or Recyclable Materials shall be loaded beyond its volume or weight capacity, or in such a manner to be unstable or likely to cause damage or create litter.

Section 6. ANNEXATIONS

In the event the City of Hailey annexes additional territory during the term of this Ordinance, the Franchisee shall have the exclusive authority and privilege to engage in the business of collecting, transporting, processing and disposing of Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials, as described in Section 2 of this Ordinance, in the annexed territory for the remainder of the term of the franchise granted in this Ordinance, unless the additional territory annexed by Hailey is served by another solid waste and/or recycling company, in which case the Franchisee shall have the non-exclusive authority and privilege to engage in the business of collecting, transporting, processing and disposing of Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials, as described in Section 2 of this Ordinance.

Section 7. SEVERABILITY

Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

Section 8. REPEALER

Hailey Ordinance Nos. 459, 628, 656, 840, 86, 1053, 1103 and 1263 are hereby repealed in their entirety and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 9. PENALTY

Any person, firm or other legal entity violating any provision of Sections 2 and 5 of this

Ordinance shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than three hundred dollars (\$300.00) or imprisonment in the county jail for a period not to exceed six (6) months, or both such fine and imprisonment. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

Section 10. EFFECTIVE DATE

Except as otherwise provided herein, this Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law. The rates adopted under Section 4(E) of this Ordinance for Solid Waste and Recyclable Materials collection services shall be effective beginning May 12, 2021, and shall continue in effect through midnight, May 12, 2031, unless otherwise duly amended to effect rates as is more particularly described in the Franchise Agreements.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS 10th DAY OF MAY, 2021.

Martha Burke, Mayor

Attest: _

Mary Cone, City Clerk

Publish: Idaho Mountain Express, May 12, 2021.

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